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Current Topics.

Cigarettes after Eight o'clock.

A CASE JUST heard at East Ham police-court raises an issue as to the use of an automatic machine for the sale of goods which, under the provisions of the Shops Act, 1912, cannot lawfully be sold over the counter. In the case in question the machine contained cigarettes, and was placed in a confectioner's shop. The shop was open until 9.30 p.m. for the lawful sale of confectionery, but 8 p.m. is the time-limit for the sale of cigarettes. At 8.30 p.m. a customer desired to buy a packet. He got change from the attendant, who also gave him directions as to using the machine. The shopkeeper was fined for contravening the Act, but there is to be an appeal. The magistrate, being bound by *Willesden U.D.C.* v. *Morgan*, 1915, 1 K.B. 349, must, no doubt, have distinguished that case, but the report in a London evening paper, perhaps naturally, records result rather than reasons. The Willesden case sanctioned the use of the "iron cow," or automatic machine for providing milk when a shop can no longer be kept open. The machine was fixed to the door of the shop, and it was decided that it was in the shop, a point not at issue in the present case. It was held broadly, however, that sales from an automatic machine do not contravene the Act, because no personal attendance is required, and personal attendance outside the lawful hours is the mischief it is framed to prevent. On the report of the East Ham case, the distinction appears to be drawn from the facts that the attendant gave personal service by (1) providing change, and (2) directing the customer as to the use of the machine. The first distinction seems somewhat artificial. Granted that the customer could not have used the machine without the appropriate coin, which he had not got, he could lawfully have obtained it by buying confectionery, or probably at the nearest public-house, and the attendant did no more than any other friendly stranger would or might have done. The second distinction, perhaps, has more substance, and a machine which really required an attendant's guidance to use could hardly be described as automatic. But, given one which a customer of ordinary intelligence can use himself, the fact that the attendant, as a matter of bounty, saved him the trouble of applying his mental processes to the problem of purchase, hardly seems to warrant the conviction. Unless the case is reversed the advocates of early-closing will find it a stumbling-block, for it will be used to demonstrate the absurdity of the Act and the need for its repeal.

Jurisdiction on the High Seas.

AN INQUEST held by the East London coroner on the body of a Frenchman picked up in mid-channel will suggest the question of jurisdiction. It is clearly solved, however, by reference to s. 7 (1) of the Coroners Act, 1887, which gives jurisdiction to the local coroner of the place at which a body found in the sea is first landed. This jurisdiction is exclusive, unless there is a deputy coroner for the Admiralty, in which case it is concurrent. It was stated by COCKBURN, C.J., in *Reg.* v. *Keyn*, 1876, 2 Ex. D. 63 at p. 162, that an inquest on a body found in the sea could only be held by a coroner appointed by the Admiral. The case (which led to the passing of the Territorial Waters Jurisdiction Act, 1878), concerned the jurisdiction of the Criminal Court, and the Lord Chief Justice's observation was therefore a dictum, and probably too wide, since it was held in an anonymous case in 1315, Moore K.B. 892, that a coroner had jurisdiction "where one can stand on the land on one side and see the land on the other" and again in *The Admiralty Case*, 1609, 13 Co. Rep. 51, and furthermore that "the Admiral ought not to meddle in such cases." There were two or three others before 1887, as to the conflict of jurisdiction between the Admiralty and county coroner, but no difficulty seems to have occurred in respect of a body brought into a British port by a foreign ship. In such circumstances it may be presumed that, the foreign ship being in territorial waters, the coroner has the right either of requiring the body to be landed for the inquest, or holding it on board. In the present case the coroner paid the handsome tribute to our neighbours that the body was the most physically perfect he had ever seen.

Ex-Territorials and War Bonus.

TWO RECENT cases in the Court of Appeal, *Aylott* v. *West Ham Corporation* (12th May), and *Sisson* v. *West Ham Corporation* (13th May), arising out of claims made by local government servants to civil pay and war bonus while on active service, reveal an unfortunate defect in drafting a statute, which has operated to the detriment of a most patriotic class of the community—the members of the Territorial Force embodied at the outbreak of the war. Both plaintiffs were employed by the defendant corporation, AYLOTT as a riveter, SISSON as a tramway driver. The former enlisted in the Army in

November, 1914; the latter had been for some years in the Territorial Force, which was embodied on 5th August, 1914, and volunteered for foreign service at the end of September, 1914. In that month the Council of the Defendants passed a resolution by which they agreed to grant full civil pay, less service pay and allowances, to all their officers and employees "called up for service or volunteering for service with the forces," any increments of salary becoming due during service with the forces to be paid as they accrued. AYLOTT and others who enlisted, by accepting this offer, created a contract with the corporation—a contract, however, which the latter had no power to enter into. In 1916, however, the Local Government (Emergency Provisions) Act was passed, and came into force on 17th May, 1916. This empowered local authorities to grant leave of absence to their officers and servants to enable them to serve their country for the duration of the war, and made valid any resolution, promise, sanction, or permission passed or given by a local authority with a view to their serving in or with the forces. It further validated any resolution or promise to give extra pay on a reasonable scale in all cases where it appeared that the men joined the forces in reliance on such resolution or promise.

In each case the defendant corporation paid the men the difference between their existing civil wages and their military pay and allowances, until demobilisation, but they did not make any extra payments in respect of the great rise in wages which was brought about towards and after the close of the war, and both actions were brought to recover these increases. In AYLOTT'S case, ROMER, J., held that he came within the Act, but the action not having been brought until 1st January, 1925, that any claim which accrued due more than six years before that date was barred by the Statute of Limitations. The Court of Appeal affirmed this decision, holding that the debt was a simple contract debt, and not a statutory debt, for which the period of limitation is the same as a specialty debt, i.e., twenty years. The statute did not impose any duty on the defendant corporation, but merely made legal an *ultra vires* contract into which they had entered. The plaintiff, could, therefore, only recover such increases of pay as became due as between 1st January and March, 1919, when he was demobilised.

In SISSON'S case an entirely different point was raised, and the Court held, affirming ROMER, J's., decision, but with obvious regret that they were bound by the words of the statute to do so, that he did not come within the Act of 1916 at all. No doubt he came within the terms of the resolution as he was "called up for service," but the resolution was only binding on the defendants so far as it was made valid by statutory force. SISSON had not joined the Army in reliance on any resolution passed or promise given by his employers, for he was already at the outbreak of war bound, as a Territorial, by a far greater contract to serve His Majesty the King. It was argued, in support of his claim, that he was not obliged to go on foreign service, but in September, 1914, volunteered to do so, but this new and more serious undertaking could not be interpreted as a "joining of His Majesty's Forces," to which he already belonged.

It is probable that this decision will adversely affect a number of men who were in the Territorial Force in August, 1914, and have survived the war, and the dependents of others who gave their lives, and it seems the injustice can only be set right by amending legislation. It may be, however, that many local authorities have already exceeded their powers as defined by the above decision, and treated all their servants alike.

Discretion Cases—An Important Practice Point.

THE ATTENTION of our readers is drawn to an important direction which was recently given by the learned President, with regard to petitions for dissolution, in which the petitioner asks the court to exercise its discretion in his favour, where, for example, adultery has been committed by the petitioner. The case in question is that of *Howell* v. *Howell*, *Times*, 4th ult., and the direction that the learned President made in that case is as follows: "I have decided," the learned President said, "that in future all these 'discretion cases,' whether or not an answer has been filed, must be entered for hearing in the defended list. It is not right that this class of case should appear in the same list as the ordinary undefended cases which call for no exercise of the court's discretion. In future, therefore, when a case which calls for the exercise of the court's discretion is set down for hearing and the registrar's certificate is asked for, the registrar must be told that the case is a discretion case, and it will automatically go into the defended list." This direction of the learned President will meet with the warm approval of the profession, since the majority of undefended cases are short and simple, and it is not in the interest of either practitioners or their clients that a great part of the time of a court, sitting to hear undefended cases, should be taken up with arguments and citations of cases, that may be rendered necessary, in order that the court might determine whether its discretion should be exercised or refused.

As far as we are aware, the Divorce Rules do not make it obligatory on a petitioner to plead in the petition adultery on his or her part and to pray therein for the exercise of the court's discretion. It is submitted, however, that wherever such facts are brought to the notice of the petitioner's advisers, the petition should allege the adultery, and invoke the exercise of the discretion of the Court; and in view of the above direction that has been made by the learned President, this would seem to be the proper procedure, in this respect, to be adopted.

Continuing Guarantee.

THE PRINCIPLE, *Ignorantia juris non excusat*, is apt on occasions to cause hardship, as is witnessed by the recent case of *Westminster Bank Ltd.* v. *Sassoon*, *Times*, 8th June, 1926. In that case the defendant had agreed to guarantee the account of another person, but "had intimated that she would guarantee the account for a year, and that she would not hold herself liable for a greater sum than £1,700." On the 3rd July, 1924, the defendant signed a guarantee form, which contained a clause to the effect that the guarantee would expire upon the 30th June, 1925. The defendant received no notice from the bank calling upon her to discharge her liability (if any) upon the guarantee until October, 1925. The point was taken that the defendant was not liable since the guarantee was for a limited period, i.e., for one year, expiring on the 30th June, 1925, and that all liability thereunder was discharged if the bank did not call upon her by the 30th June, 1925, to discharge her obligations (if any) under the guarantee, but the court held that the guarantee was a continuing guarantee, and that the defendant was accordingly liable. Guarantees may be roughly divided into two classes, viz.: guarantees limited to one or more specified transactions and guarantees extending to a series of transactions, and not limited to any particular transaction or transactions. This latter class of guarantee is generally described as a continuing guarantee. Where a guarantee is continuing, it will cover a fluctuating account, and will attach to the debit balance that there may happen to be at any given time, notwithstanding that the past obligations of the debtor may have been wiped out, and fresh advances made to him. On the expiry of the guarantee, the guarantor will become liable, within the specified limit, to the amount of the guarantee, in respect of any existing obligations as between the creditor and debtor. But in the case of a bank, it would seem that the bank is not precluded from allocating unappropriated moneys subsequently paid by the debtor to another account and not in reduction of the guaranteed debt (*cf. In re Sherry*, 25 Ch. D. 692; *Deeley* v. *Lloyds Bank Ltd.*, 1912, A.C. 756).

Law of Property (Amendment) Bill.

(*Continued from p.* 681, supra.)

9. *Amendments to the Land Charges Act*, 1925:—

(i) The following proviso is to be inserted at the end of s. 10, Class (iii): "Provided that a charge, given by way of indemnity, against rents equitably apportioned or charged exclusively on land in exoneration of other land and against the breach or non-observance of covenants or conditions, shall not be deemed to be a general equitable charge and shall not be registrable as a land charge under this Act."

In certain districts, such as Manchester and Bristol, it is a common practice where land affected by a perpetual rent-charge is sold in lots, for each purchaser to covenant to pay an equitably apportioned part of the rent-charge, to observe the covenants so far as they relate to the land purchased and to charge the land, for indemnifying the persons entitled to the remaining land, with any money which may become payable by them by reason of the breach of the covenants by the purchaser.

There appears to have been created quite a large number of such indemnity charges, and in view of the remedies conferred by L.P.A., 1925, s. 190 (1) (2), it seems to have been considered unnecessary to register any such charge as a land charge. No doubt, it was appreciated that an indemnity charge of this nature seldom, if ever, has to be actually enforced and must of necessity appear on the title.

The object of the amendment, therefore, is to confirm the practice of not registering such indemnity charges. It may be observed that there has been some doubt as to whether such charges are "general equitable charges" within the meaning of s. 10, Class C (iii). The amendment will settle the matter.

(ii) Several important amendments are made to s. 15, which provides for a register of charges enforceable by a local authority being kept by that authority.

At the end of s-s. (1) the following paragraph is to be inserted:—"For the purposes of this section, any sum which is recoverable by a local authority under any of the Acts aforesaid from successive owners or occupiers of the property in respect of which the sum is recoverable shall, whether such sum is expressed to be a charge on the property or not, be deemed to be a charge."

At the end of para. (*a*) of s-s. (6) there are to be inserted the words "whether by reference to the estate owner or to the land affected or otherwise."

Paragraph (*b*) of s-s. (6) is to be omitted altogether.

For s-s. (7) the following subsection is to be substituted:—"The foregoing provisions of this section shall apply to—

(*a*) any town planning scheme made by or any authority or resolution to prepare or adopt a town planning scheme given to or passed by a local authority, whether made, given or passed before or after the commencement of this Act; and

(*b*) any prohibition of or restriction on the user or mode of user of land or buildings imposed by a local authority after the commencement of this Act by order, instrument or resolution, or enforceable by a local authority under any covenant or agreement made with them after the commencement of this Act, or by virtue of any conditions attached to a consent, approval or licence granted by a local authority after that date, being a prohibition or restriction binding on successive owners of the land or buildings, and not being—

(i) A prohibition or restriction operating over the whole of the district of the authority or over the whole of any contributory place thereof; or

(ii) A prohibition or restriction which is or which may become enforceable by virtue of a town planning scheme; or

(iii) A prohibition or restriction imposed by a covenant or agreement made between a lessor and lessee;

as if the scheme, resolution, authority, prohibition or restriction were a local land charge, and the same shall be registered by the proper officer as a local land charge accordingly."

The amendment to s-s. (1) appears to have for its object the removal of doubt as to whether a liability recoverable from successive owners ought to be treated as a charge on the land as it seems in substance to be.

Sub-section (6) gives power to make rules in reference to local land charges. In practice it has, apparently, been found expedient to provide for registration by reference to a plan rather than to names. The omission of para. (*b*), coupled with the amendment to para. (*a*), will make the amended power applicable whether the charge is general or specific.

Sub-section (7) seems to have been found difficult to construe in practice. The advantage of the amendment over the old provision is that it sets out specifically what classes of restrictions affecting property and enforceable by a local authority ought to be registered as local land charges and what ought not to be specifically registered.

As every town-planning scheme is to be registered it is unnecessary to refer in detail to restrictions imposed by the scheme.

Similarly it seems to have been appreciated that it will be inexpedient to register a restriction which applies to the whole district. This would merely result in a list being given of the Acts which under the general law affect the district or have been adopted for the purposes of the district.

Again, the principle applied in s. 10, class C (ii), is adopted that covenants between lessor and lessee should be binding without registration. The reason for this, of course, is that the lease is regarded as the charter creating the title, and its contents, therefore, should be known to every lessee. On the other hand, restrictions imposed when granting licences (e.g., a licence to open cellar flaps during certain hours only) is of importance to an intending purchaser, and unless registered may not be discovered by him.

(*Concluded*).

The Poor Lawyer.

"Things are not always what they seem" is an aphorism which scarcely admits of doubt. This is sometimes peculiarly true of Scotland. Thus, if you are ever in that land of controversy and hear someone referred to as a "poor lawyer," do not hastily conclude that his legal attainments are belittled or his financial integrity impugned. It may be true, of course, that he does not receive that cordial acknowledgment from his banker reserved for men of substance, but even equity does not always mean equality. No, in all probability the gentleman so slanderously described is none other than that unfortunate member of the profession upon whom for the time being has devolved the duty of succouring and defending the poor and oppressed.

Unlike the elaborate Poor Persons Rules of the High Court or the Poor Persons Defence Act, this duty is of no modern growth in Scotland. Five hundred years ago a wise king called James I, foreseeing that one day justice would be bought at a great price, ordained his judges, that in any cause before them, if the party was poor, they should appoint a "leal and wise advocate cunning in the law" to conduct his cause, that justice might prevail. Some contemporary authorities would have us believe that at that time the Royal Treasury could be carried on the Royal Head, and charitable lawyers have assigned to this the reason no provision was made for some small recompense to the aforesaid advocates for their trouble. Be that as it may, for 500 years the legal

profession have borne and still bear the burden or shall we say the honour of gratuitous service to their poorer countrymen. Let us see how it works.

The High Court of Justiciary and the Court of Session are the Supreme, Criminal and Civil Courts in Scotland. The latter always sits in Edinburgh. The former goes on circuit as required. Only barristers or advocates, as they are still styled, may plead in these courts, and annually they elect so many of their brethren to act as counsel for the poor. In the same way the solicitors who are enrolled in the Supreme Courts elect so many of their number to act in poor causes.

Our litigant, therefore, having discovered his grievance, but not the money to prosecute it, invokes the aid of the "Poor Lawyer." Just as Cæsar wrote of the shores of Britain "*facilis aditus est*" so might it be written of the agent for the poor. He prepares a statement of the proposed litigant's case together with a petition for admission as a poor litigant and procures his attendance before the Kirk Session of the parish to emit a declaration of poverty. This done the papers are sent to counsel for the poor, who, if satisfied that a *primâ facie* case has been made out, passes the petition. Our litigant can then go merrily on. Costs can hold out no terrors to a plaintiff whose pleadings are prefixed with the blessed word "Poor." Who shall say that the poor are denied justice? In the High Court of Justiciary criminals are defended without inquiry and without disclosing their defence at the preliminary diet.

The popular court in Scotland is the Sheriff Court. It is the "People's Forum," and exercises very extensive civil and by no means inconsiderable criminal jurisdiction. Its volume of work only vies with the variety of its functions, and, in general, it is the great arbiter in domestic affairs. Thus every county in Scotland has one or more Sheriff Courts, each with its own local bar of solicitors. The appearance of counsel in these courts, despite the important jurisdiction exercised, is the exception rather than the rule. These solicitor advocates of the local bars are called procurators, and the work of the "Procurators for the poor" is by no means light and seldom enjoyable.

In each Sheriff Court district the solicitors meet annually by order of the court and elect a specified number to act in poor causes for the ensuing year. To these the poor and oppressed resort with great faith and no little importunity in search of the remedies they have been taught to expect from the law. A certificate of poverty, signed by an inspector of poor anxious to be rid of them, is their warrant, and woe betide the procurator who fails to attend to their needs. He will be reported to the court and admonished in no uncertain manner, and his unwelcome clients are not slow to learn of their rights. It does not matter that he is asked to make bricks without straw. That is his business. He must bring the matter before the court by petition, and if two of his brethren, called reporters, are satisfied that a *primâ facie* case is made out, he is ordered by the court to take charge of the cause until final judgment and will not be relieved until then.

The names of the procurators for the poor are posted up in the court house and sent to the local inspector of poor, who corresponds largely to the clerk to the guardians in England. Then begins for the "poor lawyer" a time of much trial and tribulation. The widow whose son has forgotten her, the man who thinks he has been swindled, the deserted wife with numerous progeny, and the girl without discretion, all haunt his office, and continue to temporarily live on his doorstep. With harrowing tales his constant companion and malodorous memories his faithful aftermath he becomes very bitter to the memory of James I. He is indeed a "poor lawyer." At other times, as without fee or reward, he unburdens his legal lore to his unfortunate clients, or with skill in advocacy pursues their remedies or secures their freedom, he rises above himself. This moved a now well-known Member of Parliament to say on one occasion: "The proudest moment of my life is when I stand between my unfortunate client in the dock and the might of the British Empire as represented by the judge on the bench." He was always fond of oratory though.

English lawyers therefore appear to have much to be thankful for. Many attempts have been made in Scotland to secure some reform and some recompense to those who, by law, are compelled to take up such onerous task. But the poor appear to have acquired a prescriptive right to the free services of the profession. Perhaps service is its own reward; if not the reward seems scarcely likely to be of this world. There is no Equity in Scotland but the "poor lawyer" is an institution.

VENIO.

Amalgamation of Trade Unions.

AN important decision on the right of amalgamation between trade unions has recently been delivered by TOMLIN, J., in *Booth* v. *Amalgamated Marine Workers Union* (*Times*, 2nd inst.). The statutory provision with regard to such amalgamation are to be found in the Trade Union (Amalgamation) Act, 1917, which amends s. 12 of the Trade Union Amendment Act, 1876. The Act of 1917 provides that "any two or more trade unions may become amalgamated together as one trade union if in the case of each or every such trade union, on a ballot being taken, the votes of at least fifty per cent. of the members entitled to vote thereat are recorded, and of the votes recorded those in favour of the proposal exceed by twenty per cent. or more the votes against the proposal." By virtue of s. 12 of the Trade Union Amendment Act, 1876, any such amalgamation may be "with or without any dissolution or division of the funds of such trade unions or either or any of them, but no amalgamation shall prejudice any right of a creditor of either or any union party thereto."

Previous to the Act of 1917 there were doubts whether s. 12 of the Act of 1876 empowered the amalgamation of one or more registered trade unions with one or more unregistered trade unions, but these doubts have since been dispelled by the Act of 1917, which provides in s-s. (2) thereof that "for removing doubts, it is hereby declared that the said section 12 [i.e., of the Trade Union Amendment Act, 1876] applies to the amalgamation of one or more registered trade unions with one or more unregistered trade unions." In connexion with these statutory provisions, reference should be made to r. 22 of the Regulations, which provides that "where two or more trade unions become amalgamated together, notice shall be given to the Central Office in duplicate in Form T annexed hereto, accompanied by statutory declarations from each such Trade Union in Form U annexed hereto, and the Central Office shall return to the amalgamated Trade Union one copy of the notice, endorsed with the word 'Registered' and duly authenticated."

Now in *Booth* v. *Amalgamated Marine Workers Union*, *supra*, the Stewards Union proposed to amalgamate with the British Seafarers Union and to form the Amalgamated Marine Workers Union. Ballots were taken and notice of the amalgamation and statutory declarations to the effect that the provisions of the Acts with regard to amalgamation had been complied with were sent to the Chief Registrar, as required by s. 13 of the Trade Union Act, 1876. That section provides, *inter alia*, that "notice in writing of every . . . amalgamation . . . signed by seven members and countersigned by the secretary of each or every union party thereto, and accompanied by a statutory declaration by each or every such secretary that the provisions of this Act in respect of amalgamation have been complied with, shall be sent to the Central Office established by the Friendly Societies Act, 1875, and registered there, and until such . . . amalgamation is so registered the same shall not take effect." Registration of the amalgamation eventually took place, but later certain facts

came to light which tended to show that the provisions of the Act had not been properly complied with, whereupon an action was commenced claiming a declaration that the purported amalgamation was null and void and an injunction to restrain the Amalgamated Union from dealing with the property or the assets of the Stewards Union transferred to it on the occasion of the purported amalgamation otherwise than in accordance with the direction of the Stewards Union.

Mr. Justice TOMLIN found as a fact that no real ballot had been taken and further that the votes of 50 per cent. of the members, as required by the Act, had not been taken, and that the statutory declarations to the effect that the provisions of the Acts had been complied with were false.

It was contended on the part of the defendant union that once registration of the amalgamation had been obtained that registration was conclusive, and the courts could not enquire into the validity or otherwise of the amalgamation. Mr. Justice TOMLIN, however, rejected this contention, holding that the effect of the above statutory provisions were as follows: "No statutory power to amalgamate was conferred by s. 12 of the Act of 1876 as amended by the Act of 1917, except subject to the conditions precedent as to ballot mentioned in the section; (2) under s. 13 of the Act notice in writing of any amalgamation had to be sent to the Registrar and had to be registered, and until registration the amalgamation could have no effect; (3) there was nothing whereby an invalid amalgamation was validated by registration. The amalgamation was then a nullity and was not validated by registration."

It is necessary, however, to consider the effect of s. 4 of the Trades Disputes Act, 1906, and to see whether that section afforded the defendant union a defence. Section 4 provides: (1) An action against a trade union, whether of workmen or masters, or against any members or officials thereof on behalf of themselves and all other members of the trade union in respect of any tortious act alleged to have been committed by or on behalf of the trade union shall not be entertained by any court. (2) Nothing in this section shall affect the liability of the trustees of a trade union to be sued in the events provided for by the Trades Union Act, 1871, section 9 [which deals, *inter alia*, with actions in respect of property], except in respect of any tortious act committed by or on behalf of the union in contemplation or in furtherance of a trade dispute."

It is difficult to see how the defendant union could in any event plead this section, inasmuch as the alleged amalgamated union could not have been regarded as a trade union at all, the court having found and decided that the amalgamation was null and void. Apart from this technical objection to the validity of such a defence, inasmuch as there was no claim in the above-mentioned case in respect of any tortious acts, Mr. Justice TOMLIN held that s. 4 of the Trades Disputes Act, 1906, did not apply, the action being in fact one "to establish title to a trust fund which had strayed into wrong hands and the retention of which by those who held it would be against conscience."

Mr. Justice TOMLIN accordingly granted the declaration and the injunction prayed for.

The "Specials."

DURING "the General Strike" there was great activity at the headquarters of the "Devils Own" in Lincoln's Inn, and there emerged therefrom at intervals quite a number of young men, some of whom were trying to conceal and others not minding the display of truncheons or staves of office, indicating that they had been enrolled in the "Special Constabulary."

It is indeed astonishing how little the general public seem to know about the history of this very ancient emergency force which is now regulated by "an Act for amending the laws relative to the appointment of Special Constables and for the better Preservation of the Peace," passed on the 15th of October, 1831 (1 & 2 William 4, Chapter 41). The members of this force sometimes, in the old cases, referred to as "petty constables," and sometimes as "special constables," have certainly been appointed for occasions of emergency "riot tumult or felony" ever since the passing of the Statute of Winchester, in 1285.

It would be extremely interesting to trace the different events in our history where these appointments have been made, but it is very difficult to obtain information on the subject. The "Specials" were first enrolled, we believe, in the modern manner, at the time of the abdication of King James II, to assist in quelling the Catholic riots. The writer's grandfather was enrolled at the time of the Chartist riots, and his great grandfather at the time of the Reform Bill riots. It seems also to be a very ancient custom to supply each constable so enrolled with a staff or truncheon of office. The old truncheons used to bear at the tip the Royal initials. They are in all other respects very similar in form, shape and weight to the modern truncheon. They are not as often to be seen as would be expected from the number served out on different occasions, the reason being that when the emergency was over the "specials" were asked by the magistrates to return them, presumably to be kept for use in the next emergency. However, the "Specials" of old days did not always conform to that request, as the writer knows.

In an earlier Act, dealing with the regulations of the "Special Constabulary," passed in the first year of the reign of George the Fourth, presumably about the time of the Bristol riots, there was a statutory obligation imposed to return the staff within one week after the expiration of the office. In ancient times the "Special Constabulary" were given wider powers than the regular watch, presumably because they were embodied in times of riot and disorder, and we have heard it said that at the time of the Chartist riots, in Reading, the regular police who had then been functioning under the older County Police Acts of 1839, 1840-1842, for some time, called upon the gentlemen who had been enrolled as "Specials," not to mind using their truncheons freely, because they had more protection in the use of them than the regular police. We were told by a person connected with the docks that this idea still prevails among the casual labourers at the docks.

Before the Statute of 1820, there was a question whether ordinary citizens could be compelled to serve in the "Special Constabulary" in times of emergency, but now there is a penalty imposed for refusing to serve. This penalty is also repeated in s. 8 of the Act of 1831. It would be very interesting if readers could give information as to old staves of office in their possession, or as to old forms of oaths administered to the "Specials" of other days, and as to occasions when they were only called out locally by resolution of the local magistrates.

M.

A Conveyancer's Diary.

The Stamp on an Endorsed Receipt.

In the answer to *Q.* 294, p. 632, *ante*, the statement was made that a twopenny stamp would suffice for the receipt endorsed by the mortgagee on a mortgage of an undivided share of land, acknowledging payment off. A correspondent rightly pointed out that the statement was inconsistent with the judgment of Channell, J., in *Firth* v. *Commissioners of Inland Revenue*, 1904, 2 K.B. 208, and the error was corrected at p. 638, reference being made to the discussion of this point in this "Diary," p. 397, *ante*. When a judge has laid down the law, then, so long as his decision remains unchallenged, it is the law, and the correction was properly made. If, however, the conveyancer who answered *Q.* 294 and Channell, J., had spoken with equal authority, it is at least open to grave doubt whether the former's answer does not more accurately expound

the real meaning of exception (11) under "receipt" in the schedule to the Stamp Act, 1891. Channell, J., after deciding that an acknowledgment of payment off of debenture stock endorsed on the debenture deed was a receipt and not a discharge within the Act, and to be stamped accordingly, added, "in this particular case, however, it is endorsed on an instrument already duly stamped, and, therefore, does not require to be stamped at all." The exemption in the Act is as follows: "Receipt endorsed or otherwise written upon or contained in any instrument liable to stamp duty, and duly stamped, acknowledging the receipt of the consideration money therein expressed, or the receipt of any principal money, interest or annuity thereby secured or therein mentioned." In the case of an ordinary conveyance on sale this would exempt a receipt by the vendor endorsed on the deed under the old practice, but certainly not one by the purchaser to the vendor if the former chose to reconvey the property to the latter. Surely, then, the receipt exempted is that of the money payable on the deed itself, i.e., by the mortgagee to the mortgagor? Possibly the reference to an annuity or interest may be used as an argument that the exemption extends to both receipts, i.e., that by the mortgagor to the mortgagee on making the mortgage and that by the mortgagee to the mortgagor when it is paid off, but interest has sometimes run or an annuity commenced before the actual date of the mortgage, so the words are consistent with either view. As a practical point, of course, the revenue authorities, perhaps on the principle of "*de minimis*" have accepted the judgment, but exemption No. 11 is thereby made, like the quality of mercy, to bless both him that gives and him that receives—in turn, however, and not simultaneously. It may also be open to question whether, on the judgment in the above case, much good money is not given as bounty to the revenue in receipt stamps endorsed on cheques.

A Limited Company Tenant for Life under the S.L.A., 1925?

The various stumbling blocks which have arisen, and the still more various and remarkable ones which have been suggested under s. 1 (1) (v) of the S.L.A., 1925, will, it may be hoped, become academic points after the passing of the amending bill. It may be submitted, however, that, with all its faults confessed, that of making a corporation, which, like man, may be destroyed by legal process, but, unlike him, is otherwise immortal, a tenant for life, is not one of them. In a case coming under s. 1 (1) (v) the owner in fee simple subject to the charge has the powers of a tenant for life under s. 20 (1) (ix), and under s. 20 (2) any reference to a tenant for life in the Act shall extend to him. By s. 19 (4) the original tenant for life under the settlement remains tenant for life, notwithstanding assignment of his interest, and this is also the effect of s. 104. If, therefore, he assigns, whether to a company or an individual, he remains tenant for life, during his life, and since the assignee cannot be tenant for life, it would appear that, on his death, there is no tenant for life, and the powers pass to the trustees of the settlement under s. 23.

Landlord and Tenant Notebook.

(*Continued from p. 685.*)

These propositions of law may be deduced from the above decision: *Firstly*—It is not essential, in order to satisfy the provision in para. (*d*), that the landlord should reasonably require the premises for his occupation, to show that the whole of the premises are to be occupied by himself and his family, since there may be other reasons why he should reasonably require the whole of the premises, as, for example, the refusal of the tenant to give up possession to him of part of the premises. *Secondly*—That the expression "family" in para. (*d*) will not include lodgers. *Thirdly*—That the alternative accommodation may be offered in the same premises, possession of which is being asked by the landlord.

While we agree with the second proposition, it is respectfully submitted that the accuracy of the first and the third propositions are to be doubted. It is submitted that the only way in which the landlord can show that the premises are reasonably required by him is by showing that the premises are just sufficient in extent for the needs of himself and/or the other persons mentioned in para. (*d*). A bachelor, for instance, could scarcely be regarded as reasonably requiring for his own occupation as a residence premises which were so large as to accommodate a family of ten or more persons.

As regards the third proposition, the court appears to have lost sight of the provision of para. (*f*) of s. 4 "5" (1) of the 1923 Act, which is in identical terms with para. (*f*) of s. 5 (1) of the 1920 Act. According to that paragraph, an order for possession may be made on the ground that "the landlord becomes the landlord after service in any of His Majesty's forces, during the war, and requires the house *for his personal occupation* and offers the tenant *accommodation on reasonable terms in the same dwelling-house*, such accommodation being considered by the court as reasonably sufficient in the circumstances." It would appear that in *Thompson* v. *Rolls* the court has been applying, as it were, the provisions of this paragraph instead, to which it appears their attention was not directed. The inference to be drawn from the mention of such accommodation in this para. (*f*) is that the offer of such accommodation would not suffice for the purpose of para. (*d*), since, if it did, there would be no reason to justify the insertion of such a provision (as para. (*f*)), it being equally open to the landlord who became landlord after service to proceed under the provisions of para. (*d*).

In conclusion, it should be noted that, as far as para. (*f*) is concerned, the decision in *Chiverton* v. *Ede* would still appear to hold good, viz., that in considering whether the accommodation offered by the landlord was sufficient, regard has to be paid to any lodgers where the tenant has been in the habit of taking in such lodgers.

LAW OF PROPERTY ACTS.
Points in Practice.

Questions from Annual Subscribers are invited and will be answered by an eminent Conveyancer. All questions should be addressed to—The Assistant Editor, "The Solicitors' Journal," 94-97, Fetter Lane, E.C.4. The name and address of the Subscriber must accompany all communications, which should be typewritten (or written) on one side of the paper only and be in triplicate. To meet the convenience of Subscribers, in matters requiring urgent attention, answers will be forwarded by post.

UNDIVIDED SHARES—TRUSTEES FOR PERSONS HOLDING—DISCLOSURE OF TRUST.

334. *Q.* In November, 1925, certain freehold land was conveyed to A and B as joint tenants. The purchase money was in fact provided by four persons, A, B, C and D. Shortly after the conveyance, and before 1926, A and B executed a declaration of trust whereby they declared that they held the land in trust for themselves and C and D. The land is to be laid out as a building estate. The declaration of trust provided for division of the net profits arising from the sale of the land in equal shares between A, B, C and D. Should the declaration of trust be disclosed and form part of the abstract of title, who will be the conveying parties, and what form will the conveyance take? If the declaration of trust need not be disclosed, what will the proper answer to the usual requisition as to the land being subject to any secret trust?

A. In this case Pt. II of the 1st Sched. to the L.P.A., 1925, did not apply on 1st January, 1926: see para. 7 (*f*). Therefore

Pt. IV, para. 1 (1), applied, and A and B, as trustees, held on trust for sale. The declaration of trust operates only on the rents and profits until sale and the proceeds of sale: see s. 3 (1) (*b*) (i); and the conveyance to the purchaser over-rides it: see s. 1 (3), (6) and (8) and s. 2 (1) (ii). It is not therefore a document of title and so need not be disclosed. The conveying parties will be A and B, as trustees for sale, and they will convey as such in the ordinary manner. A requisition as to a secret trust may be answered by the usual reference to *Re Ford and Hill's Contract*, 1879, 10 C.D. 365.

UNDIVIDED SHARES—CHARGE BY ONE TENANT IN COMMON TO ANOTHER—SALE.

335. *Q.* Real property was sold in June, 1922, to A and B as tenants in common in equal shares. B executed an equitable charge by deed of his moiety to A in consideration of an advance. In March, 1926, A and B entered into a contract to sell part of the property to C. The purchase price is a small sum, and the vendors and purchaser are desirous of avoiding unnecessary expense. Would there be any, and what, risk, if A executes a discharge of the equitable charge, and A and B convey as beneficial owners without reference in the conveyance to the charge?

A. A, even covenanting as trustee only, certainly could not enforce his charge against a purchaser, who would take a good title as against A and B. This course nevertheless cannot be recommended for the purchaser, because, though the land was vested absolutely and beneficially in A and B on 31st December, 1925, it was not free from incumbrances affecting B's share, and so can hardly come within Pt. IV, para. 1 (2), of the 1st Sched. to the L.P.A., 1925. If not, it vested in the Public Trustee on 1st January, 1926, under para. 1 (4), and the purchaser might find a future requisition very awkward to answer. A and B should therefore divest the Public Trustee, preferably in favour of themselves under para. 1 (4) (iii) before sale. The cost must fall on them, but it will only be £1 for the stamp, and that incidental to the preparation and execution of a very simple deed.

JOINT TENANTS—SIX IN NUMBER.

336. *Q.* Conveyance dated 1924 to six persons as joint tenants, the purchase money being paid by the purchasers "out of moneys belonging to them on a joint account." They are now selling the property. Is it clear that under s. 36 (1) the six persons now hold on trust for sale and all of them should therefore join in the conveyance and convey as beneficial owners, or will this be done by the four first-named persons in the conveyance of 1924?

A. If the six persons had been tenants in common, the L.P.A., 1925, 1st Sched., Pt. IV, para. 1 (4) would have applied, and the property would have vested in the Public Trustee, subject to be divested under para. 1 (4) (iii). The words "in like manner" in s. 36 (1) therefore appear to produce the same result, and at least four of the six persons must appoint new trustees, themselves or others, to oust the Public Trustee.

EXECUTOR—SOLE SURVIVING—CONTINUANCE OF OFFICE—S.L.A., 1925, s. 30 (3).

337. *Q.* P by his will dated in 1914 devised some freehold houses and land to the use of his only daughter during her life, with remainder to the use of all her children. P died in 1917, and his will was proved in 1918. The executors assented to the devise. One trustee died in 1921, leaving I as sole surviving trustee, and in 1922 testator's daughter and sole residuary legatee executed a release to the surviving trustee in respect of the residuary personal estate. The will did not state that the executors and trustees were trustees for the purposes of the Settled Land Acts. It is now desired to appoint a second trustee to act with the surviving trustee under s. 30 (3) of the S.L.A., 1925, and the trustees will then execute a vesting deed. Do you consider that, as the surviving trustee has no power of sale and the beneficial owners are infants, a new trustee can be appointed by the surviving trustee, as sole personal representative of the testator's estate, although the executors assented to the devise in the will and thereby ceased to be executors? If the surviving trustee cannot appoint under the section, it seems that there is no power to appoint an additional trustee without an application to the court?

A. Since it is stated that the beneficial owners are infants, it must be assumed that P's daughter is dead, since she took a life estate, but it is not stated if she died before or after the 1st January, 1926. If before, since the freeholds were not devised on trust, the children were entitled, apparently as joint tenants. By virtue of the L.P.A., 1925, 1st Sched., Pt. III, para. 1, and the S.L.A., 1925, 2nd Sched., Pt. III, paras. 1 and 6, and s. 30 (3), the freeholds vested in the surviving executor (still in office, see the answer to *Q.* 98, p. 298, *ante*), with the imperative obligation to appoint a co-trustee, the two then executing a principal vesting deed under para. 3 (4) of Pt. III, *supra*, to exercise the powers conferred by s. 26, see s. 13. If P's daughter died on or after 1st January, 1926, the property has vested in the surviving executor of P under the A.E.A., 1925, s. 22 (1) as her special legal personal representative, and he must obtain a grant of probate accordingly and pay death duties; and s. 26 (1) (*a*), and (5) of the S.L.A., 1925, will then apply. In such case, s. 30 (3) will also still apply, and he must appoint another trustee for the purposes of the Act, and execute a principal vesting instrument under s. 26 (2).

SEWER—PROVIDED BY NON-LOCAL AUTHORITY—SPECIAL RATE—PURCHASER WITHOUT NOTICE.

338. *Q.* Land is in the area of "A" local authority. Years ago (prior to 1900) the owners agreed with "B" local authority that in consideration of the "B" authority laying a drain (which they did) and accepting the sewage of the land in question the owners and their sequels in title would, as and when the land was built on, pay a special sewerage rate to the "B" authority—the "A" authority was not party to the agreement. Upon a sale, after 1925, of a building plot, the purchaser bespoke the usual official search of the clerk to the "A" authority, which elicited the response "no subsisting entries." The agreement was overlooked by the vendor, and the purchaser had no notice of it. What protection to the purchaser does his search afford in such circumstances, and what are his remedies (if any)?

A. This question raises some problems in local government which, obviously cannot be solved without further data—e.g., whether the area is governed by the general Public Health Acts or those relating to the Metropolis. Another factor would be the date of the agreement, for, assuming that the property was subject to the P.H.A., 1875, if the "A" authority did not, in fact, consent to the agreement it would appear from s. 285 that it might be held *ultra vires* by the "B" authority if made after the Act came into operation. If the agreement is *ultra vires* it may be that it does not bind a purchaser without notice. Should that be so, he can repudiate the rate—but again, should he do this, he could hardly expect the "B" authority to continue to accept flow from his drain to their sewer. The "A" authority might then have some duty to him, but probably he would be put to more expense, and certainly to more trouble than if he paid the rate in question. He must expect to pay a sewer rate to some body if a sewer is provided for him, and, if he finds himself exonerated from the "A" rate, it will probably be best worth his while to accept the situation. If he had to pay both rates he would have a grievance, but the "A" authority, knowing that they had not provided the sewers, must at least be taken to have acquiesced in the action of the "B" authorities if the proper notices under s. 32 were given.

If the original agreement was irregular, the situation seems to call for some common-sense arrangement to regularize

it between the two authorities, and the landowners, though whether this could be done without the authority of a court or the Ministry of Health would be a further question. A lawful sewer rate is not an incumbrance, but *Page* v. *M.R. Co.*, 1894, 1 Ch. 11, may be mentioned as a useful case when considering remedies on covenants for title.

COPYHOLDS—FEES, FINES AND COMPENSATION.

339. *Q.* In two manors of which I am steward and as to which nothing has been done under the L.P.A., there is a fixed fine payable on each change of ownership, either by death or sale. I understand that now, under the Act, the compensation payable to the lord will be half that fine, multiplied by so many years, according to the age of the copyholder, plus 20 per cent. of the value of the land, plus half the value of the timber and with nothing for the value of minerals. Is this right? As to stewards' fees, the practice has been that in case of an intestacy of a tenant, the proof of heirship is produced to the stewards and the heir is admitted. In the case of a will, the will is entered on the rolls and the devisee is admitted. In the case of a sale, the old tenant surrenders and the new tenant is admitted by the steward. There is no fixed stewards' fee, but in each case the steward who, for a century at least, has always been a solicitor, does the work and charges for the work actually done at ordinary solicitor's rate, what compensation is now payable to the steward?

A. Compensation for the extinguishment of manorial incidents is regulated by Pt. II of the 13th Sched. to the L.P.A., 1922. The fixed fine in the circumstances mentioned is dealt with in para. 5, by reference to the table at the end of the schedule. The compensation for timber appears in para. 12, and is only half value in the absence of a custom for the lord to enter and cut, otherwise full value, less repairs. There is no compensation for minerals, because the lord's rights in them are saved by para. (5) of the 12th Sched. Compensation for fees is regulated by the 14th Sched., and fees before compensation by the Enfranchised Land (Steward's Fees) Regulations, 1926: see 1926, W.N., p. 76. The payments to the steward *qua* solicitor, mentioned in the question, hardly seem to be "customary fees." In *Allen* v. *Aldridge*, 1853, 5 Beav. 401, the steward, although a solicitor, appears to have charged *qua* steward and not *qua* solicitor: see *Re Collis*, 1854, 23 L.T., o. s. 40. In the present case a judge would have to find whether a purchaser was bound to pay the steward's fee, whether he employed him as solicitor or refused to do so, and this would probably involve consideration of data not given above. If there are no customary fees the "Standard" and "Extra" fees are payable according to the rules, but r. 7 forbids them to be higher than they would have been if the ordinary usage of the manor had been preserved.

U.D.C. BYE-LAWS—RESTRICTIVE OF USER OF LAND—WHETHER REGISTRABLE UNDER L.C.A., 1925.

340. *Q.* I am clerk to an urban district council and as such keep the local Land Charges Registry. A lot of the Council's bye laws refer to restrictions upon streets and buildings and appear to be registrable as local land charges. Please say if, in your opinion, this is correct, and also advise as to the best way to enter them in the Registry in view of their voluminous nature?

A. The question virtually relates to carrying out the duties imposed by the Local Land Charges Rules, 1925 (*ante*, pp. 271, 287), under the L.C.A., 1925. The index being in the form of a map unless the Minister of Health approves some other form (rr. 2 (1) and 13 (1)), the only way a particular area can be shown to be subject to a particular restriction is by colour, cross-hatch, or coloured verge lines. Given that two or more restrictions concern the same parcel of land, colour would create confusion, but cross-hatch, both diagonals and horizontal and perpendicular, in three colours, would allow twelve superimpositions, though it must be granted that in such cases an expert at the work would be required. The difficulty seems a practical one, rather than a legal, on which an experienced clerk in a surveyor's office could perhaps give more valuable advice than a conveyancer. The cross-hatchings would, of course, be marked in a corner of the map (which might be a series of large-scale maps with an index map). It is also suggested that restrictions should be narrowly cut down to the actual land affected, i.e., the restriction of a frontage line should only be marked on the land to be left uncovered by building, and not as affecting whole plots. It is, of course, agreed that s. 15 of the L.C.A., 1925, covers all restrictions of user of private property which a local authority as such may impose.

L.C.A., 1925—REGISTRATION OF EASEMENTS.
L.C.A., 1925—REGISTRATION OF AGREEMENT TO NEGATIVE DEROGATION.

341. *Q.* A, the vendor, has sold in 1926 part of certain lands belonging to him to B, the purchaser. A still retains land adjoining on three sides to the plot sold to B. In the conveyance to B the following "reservations" to A are contained (1) a reservation to A of the free passage of water and soil from the other lands of A adjoining or adjacent to the land sold to B through the sewers, etc., then or thereafter to be made under the land sold to B., (2) a reservation for A to construct and maintain sewers, water pipes, etc., under the land sold to B for the better enjoyment of A's adjoining land with liberty for A to enter on B's land for the purposes of constructing such sewers, etc., (3) a reservation to A of the right to draw water from a tank on the land sold to B and to construct a pipe for such purpose, (4) a reservation to A of all rights restrictive of the user of the adjoining or adjacent lands of A or the conversion thereof for building or other purposes obstructive or otherwise, (5) a reservation to A of all mines and minerals under the land sold to B with power to get the same by entry on the surface of B's land or by underground workings, (6) a reservation to A of a right of way over a road in part passing over B's land. Should all or any (and, if so, which) reservations be registered as a Land Charge?

A. No. (1) is an easement for an interest equivalent to an estate in fee simple, which is recognised as an interest capable of subsisting at law under s. 1 (2) (*a*) of the L.P.A., 1925. See also s. 65. (2) is an easement with an ancillary quasi-easement of the kind discussed in the answer to *Q.* 150, p. 380, *ante*. (3) is similar. (4) is not very clearly abstracted, but appears to be a clause negativing the application of the doctrine of derogation, which is, not registrable for the reasons set forth in the answer to *Q.* 296, p. 632, *ante*. (5) is a reservation of the legal estate in the minerals within s. 65 *supra*, and of an easement, and (6) of an easement. The only easements registrable under the L.C.A., 1925, are equitable easements under s. 10 (1) Class D (iii), and the above are legal easements.

DEED OF ARRANGEMENT—LEASEHOLD—LANDLORD'S RIGHTS.

342. *Q.* A landlord leased a shop for seven years to "B," rent payable quarterly, without any clause giving power of re-entry if lessee executed a deed of assignment for the benefit of creditors, or on bankruptcy. B executed a deed of assignment to a trustee for the benefit of creditors of all his property except leaseholds, but with the usual declaration of trust to stand possessed of the excepted leaseholds and to deal with them as the trustee should direct. The quarter's rent due twenty-one days before the date of the assignment was duly paid, but B in his debtor's affidavit scheduled the landlord as a creditor for the proportion of rent from the last quarter day to the date of the assignment, viz., twenty-one days. The trustee has taken possession of the debtor's stock-in-trade under the assignment on the premises leased, and is selling it by daily retail sales, the debtor acting as manager. The landlord has not assented to the deed. The trustee will be in a position to pay the first and final dividend before the next quarter's rent is due under the lease, and consequently before the landlord will be in a position to distrain.

(1) Is the trustee liable to the landlord for any rent or in respect of his beneficial use and occupation of the premises ?

(2) Can the landlord claim the full amount or a dividend on the amount (representing twenty-one days' rent) for which he was scheduled as a creditor by B ?

(3) Assuming the lease is valueless, how can the trustee divest himself of the interest vested in him by the declaration of trust in the deed of assignment ?

A. (1) So long as the lease is not actually assigned to the trustee, he is not responsible for the rent and covenants. The matter is discussed by Lindley, L.J., in *Re Hughes*, 1893, 1 Q.B. 595, at p. 600. The landlord must look to his tenant for what may be due to him when it becomes due.

(2) The landlord cannot claim full rent until it is due, and then only from his tenant. The question whether he can claim the dividend will depend on the deed, and whether he is made a *cestui que trust* on the amount scheduled as due to him. In the latter case he might have to elect in favour of the deed and give up other remedies, but that again will depend on its form.

(3) If the lease is not vested in the trustee he has no occasion to divest himself of it, and the interest under the trust is not onerous. If the lease had been assigned to him, it would still seem that he could avoid future liability by assignment to a pauper ; see *Hopkinson* v. *Lovering*, 1883, 11 Q.B.D. 92.

MORTGAGE—RECEIVER—PROFIT COSTS.

343. *Q.* A mortgagee has appointed a receiver under the powers conferred by the Conveyancing Act, 1881, which are reproduced in s. 109 of the L.P.A., 1925. It is found that the property is in need of very considerable repair on which a large expense will be necessary. The receiver is a surveyor. Can he charge against rents received by him, in addition to his statutory commission, a fee for preparing specification of repairs, obtaining tenders, making contract and supervising the work ? Attention is called to s-s. 8 (iii) of s. 109 from which it appears that the execution of repairs is one of the duties of a receiver.

A. The opinion is given that the receiver would be at some risk if, so to speak, he employed himself as surveyor, and charged his fee as such against the mortgagor as principal. He would have to bring himself within *Harris* v. *Sleep*, 1897, 2 Ch. 80, where an unpaid receiver in a partnership business obtained, not without difficulty, wages as a mechanic at £2 a week. He was told he had committed an irregularity, and presumably a more educated man might have fared worse. The safest plan, if possible, will therefore be to obtain the written consent of the mortgagor as principal. The specification of repairs no doubt would be surveyor's work, but to obtain and consider tenders that of the receiver, and so covered by his percentage (see *Re Catlin*, 1854, 18 Beav. 508, at p. 511). Similarly, to settle the contract is legal work, for which neither receiver nor surveyor as such could charge. Supervising the execution of the repairs would be surveyor's work.

UNDIVIDED SHARE—PURCHASE BY CO-OWNER—TRUSTEE.

344. *Q.* A dwelling-house was purchased by and conveyed to two ladies A and B as tenants in common before 1926. A has just died having by her Will appointed her two sons (one the husband of B) her executors and trustees. By her Will she gave her residuary estate (which would include her share in the house or in the proceeds of sale thereof) to her trustees upon trust for sale and division of proceeds amongst four sons including the two executors. A and B both resided in the dwelling-house and B still occupies a portion with her husband and family. There was no mortgage and on the 1st January, 1926, the property became vested in A and B upon trust for sale under Pt. IV, para. 1 (2) of the 1st Sched. to the L.P.A., 1925. B desires to acquire A's share and her husband has not yet proved A's will. It is suggested that B might purchase and take an assignment to herself of A's equitable interest or moiety of sale proceeds from the trustees of her Will and then execute a conveyance of the house as trustee to herself as owner of the proceeds of sale and that no direction would be necessary under s. 23, the conveyance containing a recital of the assignment to her of A's interest. Is this practicable ? If not the following questions appear to arise :—

(1) Can B appoint a trustee other than the executors of A's Will and, as presumably B could not then purchase, can she with her co-trustee sell the house to the husband ?

(2) Would B's husband prejudice his own and his wife's position as prospective purchaser by proving A's will and acting as her trustee ?

(3) The sale of the house by the trustees must be *bona fide*. Should they offer by auction and must they sell with vacant possession notwithstanding B's occupation ?

A. Having regard to the cases cited in the answer to question 330, pp. 686-7, *ante*, it may be that the sale of trust property by a trustee to his or her spouse is not absolutely void, as the sale by a trustee to himself or herself would be. But, especially in respect of a house in which the trustee was living with a spouse, there would be a heavy burden of proof cast on such trustee to shew that the transaction was a proper one, and a future purchaser might make a requisition on which a court might not force the title on him. The above remarks apply not only to a possible sale by B to her husband of the whole, but to one by the husband selling as A's executor, the half to B. If therefore any alternative course is possible it should certainly be followed. The simplest would be consent by the sons who were beneficiaries, but not trustees. Another would be for B's husband to renounce probate, allowing his brother co-executor to prove alone, when the latter could validly sell the equitable interest in A's moiety to B. The situation afterwards would correspond with that arising on question 244, p. 541, to which the questioner is referred.

In answer to the questions :—

(1) B can appoint any co-trustee she pleases, but the fact that she has a co-trustee will not cure the difficulty as to a sale to herself.

(2) Yes.

(3) The course suggested would furnish evidence of the genuineness of the sale, but those above are preferred.

Reviews.

Trade Union Law. Second Edition. By Sir HENRY SLESSER, K.C., and CHARLES BAKER. London : Nisbet & Co., Ltd. 1926. xxx, 12 and 333 pp.

The second edition of this standard work on Trade Union Law makes an opportune appearance when the subject is still a burning one. Instead of revising the first edition, the authors have adopted the, in our opinion, unsatisfactory procedure of adding a supplement which contains a discussion of the judicial decisions given and statutory rules and orders made since 1921, i.e., the date of the publication of the first edition. Incidentally it may be observed that this supplement, though appearing in the preliminary part of the book, is not like the other portions of that part paged in roman figures. The result is that there are two sets of pages 31-42, and this is naturally confusing for purposes of reference.

The Preface to the second edition is dated February, 1926, and one cannot on that account expect to find in the present edition any pronouncement on the recent general strike Those who are dissatisfied with as well as those interested in the development of Trade Union Law can safely rely on the authoritative statement contained in this book. H.

Mews' Digest of English Case Law, containing the reported decisions of the Superior Courts, and a selection from those of the Scottish and Irish Courts to the end of 1924. Second Edition. Twenty-four volumes. Under the general Editorship of Sir ALEXANDER WOOD-RENTON, K.C.M.G., K.C.,

late Chief Justice of Ceylon, and SYDNEY E. WILLIAMS and WYNDHAM A. BEWES, Barristers-at-Law. Vol. XII. Land Registry—Land Society—Land Tax—Land Values Duties—Lease—Leave and Licence—Legacy—Letters—Libel and Slander—Licence—Lien—Limitations (Statute of)—Lis Pendens—Literary and Scientific Institutions—Local Government—Lodger and Lodging House—London (Authorities to Liability)—Lunacy. Sweet & Maxwell, Ltd., 2, Chancery Lane; Stevens & Sons, Ltd., 119, Chancery Lane; and The Solicitors' Law Stationery Society, Ltd., 104-107, Fetter Lane, E.C.4; 22, Chancery Lane, W.C.2; 27 & 28, Walbrook, E.C.4; 6, Victoria Street, S.W.1; 49, Bedford Row, W.C.1; 15, Hanover Street, W.1,; and 19 and 21 North John Street, Liverpool. 1926. Royal 8vo. 35s. net (per vol.).

The several volumes of the new edition of Mews' Digest appear month by month, with unfailing regularity, and Volume XII brings us to the letter "L" and half-way through the twenty-four volumes to which the publishers guaranteed to limit this edition. Of the 1,550 columns included in this volume, 409 deal with Limitations (Statutes of), 368 with Local Government generally, 245 treat with the government of London—the area of the London County Council—whilst 113 columns are devoted to Libel and Slander, the other subjects being distributed over the remaining columns. Each volume of this edition has appeared with remarkable punctuality—despite innumerable difficulties—the first volume was published in June 1925—and the publishers are to be congratulated on their successful efforts to keep faith with subscribers as to the time within which the whole work will be completed—a factor of the utmost importance in the publication of a work of reference of this magnitude. It appeals to us as an indispensable store of living case law, including as it does practically every decision of any value to the busy practitioner.

Each successive volume of this valuable work goes to show that it has been thoroughly well planned, and executed with the care and precision which does not always obtain in a work of such an important character. H.

Solicitors—an Outline of their History. By E. B. V. CHRISTIAN, LL.B. (Author of "A Short History of Solicitors" and "Leaves of the Lower Branch.") Stevens & Sons, Ltd., Chancery Lane. Large crown 8vo., 165 pp. and Index (3 pp.). 5s. net.

This is certainly a useful and interesting little work, and we cannot refrain from giving the following extract from the Author's introduction.

"Recently a member of the Bar (whom we should doubtless wrong by any suspicion of ironical intent) made a declaration which indicates a notable change in opinion, the nobler in the writer since it is understood he has retired from practice. 'If the Solicitors of England were to take ship to-morrow for the Islands of the Blest' he said 'this happy kingdom would revert in a fortnight to the social economy of the kraal.' Orphans would go weeping and uncared for; wills would litter the waste-paper baskets of wicked uncles; trustees would run amok into mining shares; rights of way would be infringed by grasping landlords; and ancient lights would be snuffed out by speculative builders. Our solicitors are the frail barrier which we have erected (at a trifling cost) between civilisation and the jungle."

The building of this barrier was the subject of four lectures given at the Hall of the Law Society, in October, 1920, being the first series delivered under the "Trinder Bequest," and are here reproduced substantially in their original form. The work has been prepared with great care, and is doubtless the result of much research by the author. Some very amusing anecdotes enliven its pages, and every solicitor interested in the history of his profession should find room for it on his bookshelf. H.

A White Paper (cmd. 2653) published recently, shows that, whilst the total number of persons employed in the offices of Government Departments on 1st April, was 390 less than on 1st January, the number of persons employed in the Post-office was 1,241 more on 1st April, the increase being ascribed to growth of postal and telephone work. The only other departments showing an increase being Customs and Excise, 46; Health, 17; and Inland Revenue, 1. Decreases are shown in other departments, as follows:—Pensions Ministry, 761; Labour Ministry, 633; Admiralty, 133; War Office, 89; Air Ministry, 19; Board of Trade, 94; Board of Agriculture and Fisheries, 38; and the total number of both sexes employed in all departments was 296,258.

A White Paper (cmd. 2652) shows the number of ex-service men employed in Government offices on 1st April last was 140,932. H.

Obituary.

MR. JUSTICE WEIGALL, K.C.

The death has just occurred at Melbourne of Mr. Justice Theyre à Beckett Weigall, K.C., acting judge of the Supreme Court of Victoria since 1923. The son of Mr. Theyre Weigall he was born at Melbourne in 1860 and educated at the Church of England Grammar School, Melbourne, and at Trinity College, Melbourne, where he graduated LL.M. He was called to the Victorian Bar in 1881, and took silk in 1907. The late judge was a keen tennis player, golfer and cyclist, and was president of the Victoria Lawn Tennis Association. He married in 1890 Anne, daughter of the late Sir R. G. C. Hamilton, Governor of Tasmania, and had one son and three daughters, all of whom survive him.

MR. A. O. JACKSON.

Mr. Alan O. Jackson, solicitor, Ringwood (Hants), died on Monday, the 20th ult., at the early age of forty-five. Admitted in 1904 he joined his father (Mr. Arthur H. Jackson) and his brother (Mr. P. H. Jackson) in partnership, the business being carried on at Ringwood, Burley and Fordingbridge, under the style of Jackson & Sons. He held the appointments of Clerk to the Ringwood Justices and to the Old Age Pensions Committee. His father survives him and is the oldest practising solicitor in the town, whilst his grandfather was one of the original County Court Registrars.

MR. A. A. WALKER.

Mr. Arthur Augustus Walker, solicitor, Cambridge, died at his residence there on Friday, the 21st ult., aged seventy. Mr. Walker was admitted in 1881 and had practised in Cambridge—his native town—continuously since. He held the appointments of Steward of the Manors of Pelhams in Cottenham and Bourneys in Willingham, Cambs, and was President of The Law Society during the year 1924-1925.

MR. A. M. JACKSON.

Mr. Andrew Matrel Jackson, solicitor, passed away at his residence, Beacon Garth, Hessle near Hull, recently at the age of seventy-four. Articled to Mr. John Hearfield, solicitor of that town, he was admitted in 1874, and built up one of the largest practices in the provinces, dealing primarily with shipping. He was senior partner in the firm of Andrew M. Jackson & Co., Victoria Chambers, Bowlalley Lane, a notary public, solicitor to the Humber Conservancy Board and a Deputy Lieutenant for the East Riding of Yorks.

MR. F. T. LANGLEY.

The death occurred at Beech Grove, Alverstoke, on Tuesday, the 25th ult., of Mr. Frederick Theobald Langley, solicitor, at the age of seventy-three. Mr. Langley was the senior partner in the firm of Fowler, Langley & Wright, of 79, Darlington-street, was admitted in 1874, and held the appointments of Steward of the Manor of Brewood and Deputy Steward of the Manors of Stowheath and of Brewood Deanery and Wolverhampton Deanery. He took an active interest in local affairs.

MR. G. COLBOURNE.

Mr. Geoffrey Colbourne, solicitor, senior member of the firm of Messrs. Colbourne, Bush & Bartlett, of 62, Old Steine, Brighton, died on Monday, the 17th ult., at the early age of thirty-six. He was articled to Mr. E. M. Marx, was admitted in 1912. He served in France during the great war as a Captain in the Royal Fusiliers, and was twice wounded. He was a keen rifle shot, and did much to encourage efficient rifle shooting in his company.

MR. R. F. HILL.

The death has recently occurred, after only a short illness, of Mr. Robert Farra Hill, a well-known York solicitor. Mr. Hill, who was admitted in 1920, and practised at York and Borough-bridge, was Secretary of the North Riding No. 2 Executive of the National Farmers' Union. He served his articles with Mr. J. H. Turner, of 17, High Ousegate, York, and gradually acquired a large practice amongst those engaged in agriculture. He was an authority on the Agricultural Holding Acts, and on legislation relating to agriculture generally. He was an enthusiastic cricketer and a man of great personal charm. His death will be deplored by a wide circle of friends. H.

Court of Appeal.

No. 1.

Jones *v.* **Meiros Collieries Limited.** 30th April.

WORKMEN'S COMPENSATION—REVIEW OF WEEKLY PAYMENTS—WORKMEN UNDER TWENTY-ONE AT DATE OF ACCIDENT—RIGHT TO REVIEW—APPLICATION FOR REVIEW MORE THAN TWELVE MONTHS AFTER ACCIDENT—APPLICANT OVER TWENTY-ONE AT DATE OF APPLICATION FOR REVIEW—JURISDICTION—WORKMEN'S COMPENSATION ACT, 1906 (6 Edw. 7, c. 58), Sched. 1 (16)—WORKMEN'S COMPENSATION ACT, 1923 (13 & 14 Geo. 5., c. 42), s. 24, s-s. (6).

By the operation of the proviso substituted by s. 24, s-s. (6), of the Workmen's Compensation Act of 1923, for the proviso to para. 16 of the 1st Schedule to the Act of 1906, a workman who meets with an accident while under twenty-one years of age, and is and remains totally incapacitated, is not entitled after he has attained the age of twenty-one years, to apply for a review of weekly payments.

Appeal from Bridgend County Court. The appellant, a workman in the employ of the respondents, met with an accident in March, 1924, and was totally incapacitated. At the date of the accident the appellant was under twenty-one years of age. He was paid compensation at the maximum rate, based on his pre-accident wages. About two years after the accident, and after the appellant had reached the age of twenty-one years, he filed a request for a review of weekly payments, on the ground that at the date of the accident he was under twenty-one years of age, and that had he remained uninjured he would probably have been earning over £3 per week, and was therefore entitled to an increase in the rate of compensation payable to him. The county court judge dismissed the application on the ground that, by virtue of the proviso substituted by s. 24, s-s. (6), of the Act of 1923, for the repealed proviso to para. 16 of the 1st Sched. to the Act of 1906, the appellant had no right to review as he had attained the age of twenty-one years when he filed his request for review. The workman appealed. By Sched. 1, para. 16, of the Workmen's Compensation Act, 1906: "Any weekly payment may be reviewed at the request of the employer or of the workman, and on such review may be ended, diminished or increased, subject to the maximum above provided, and the amount of payment shall, in default of agreement be settled by arbitration under this Act: Provided that where the workman was at the date of the accident under twenty-one years of age and the review takes place more than twelve months after the accident the amount of the weekly payment may be increased to any amount not exceeding fifty per cent. of the weekly sum which the workman would probably have been earning at the date of the review if he had remained uninjured, but not in any sum exceeding one pound." The proviso was repealed by the Workmen's Compensation Act, 1923, and by s. 24, s-s. (6) of that Act, it was provided that: "For the proviso to para. 16 of the 1st Sched. to the Principal Act the following proviso shall be substituted: 'Provided that, where the workman was at the date of the accident under twenty-one years of age and the review takes place more than six months after the accident, and before the workman attains the age of twenty-one years the amount of the weekly payment may be increased to such an amount as would have been awarded if the workman had at the time of the accident been earning the weekly sum which he would probably have been earning at the date of the review if he had remained uninjured.'"

BANKES, L.J., in giving judgment dismissing the appeal, said that he did not desire to attempt to guess at the reason why the Legislature inserted in the substituted proviso the words which disentitled the appellant to the review which he desired. The court must interpret the section as they found it, and so interpreting it it was quite plain that the appellant was shut out from the relief which the Act of 1906 would have afforded him, because he had not applied within the time which is now indicated in the amended proviso. The appeal must be dismissed.

SCRUTTON and ATKIN, L.JJ., agreed. Appeal dismissed.

COUNSEL: *Montgomery*, K.C., and *Lincoln Reed*; *Cave*, K.C., and *J. Victor Evans*.

SOLICITORS: *Smith, Rundell & Dodds*, for *Bruce & Nicholas*, Pontypridd; *Bell, Brodrick & Gray*, for *Kensholes & Prosser*, Aberdare.

[Reported by T. W. MORGAN, Esq., Barrister-at-Law.]

Reed *v.* **Seymour.** 13th May.

REVENUE—INCOME TAX—PROFESSIONAL CRICKETER'S BENEFIT MATCH—NET PROCEEDS OF GATE MONEY—WHETHER ASSESSABLE TO TAX—INCOME TAX ACT, 1918, 8 & 9 Geo. 5, c. 40, Sched. E.

The net proceeds of gate money received from a professional cricketer's benefit match and payable to him are assessable to income tax, as being a sum received in virtue of the employment:

Per Lord Hanworth, M.R., and Warrington, L.J.; Sargant, L.J., *dissenting*.

The Kent County Cricket Club employed the respondent, Seymour, as a professional cricketer. In 1920, a match under the direction of the club was played at Canterbury for the benefit of the respondent, and the net proceeds derived therefrom amounted to £939 16s. 11d. The benefit was granted under the express understanding that he allowed the proceeds

thereof to be invested in the name of the trustees of the club during the pleasure of the committee. The income derived from the proceeds invested was paid to the beneficiary. The invested sum had, however, always eventually been handed over to the professional cricketer when his career as a cricketer was over, or when he found an investment (such as a share in a business or farm) of which the trustees approved. The net proceeds derived from the benefit match in question, together with other sums obtained by public subscriptions, were invested by the club during 1920 in the purchase of certain stocks, the dividends on which were received by the club, less income tax deducted, and paid to the respondent. In 1923 these investments were realized, and the proceeds, amounting, with the addition of certain other moneys, to £1,914 14s. 5d., were paid by the club to the respondent, and were applied by him, with the approval of the trustees of the club, to the purchase of a farm. The sole question between the respondent and the appellant was whether the respondent was assessable in respect of the net proceeds, amounting to £939 16s. 11d., derived from the benefit match. It was not contended that there was a liability to assessment in respect of that portion of the benefit moneys paid to the respondent which was obtained by public subscription. It was contended by the respondent (*a*) that the net proceeds of £939 16s. 11d. were in fact received by him from the funds of the general public and not from the funds of his employers, and that they were therefore not an emolument or profit appurtenant to his employment; and (*b*) that the net proceeds were a donation or gift and not assessable to income tax. The Crown contended (*a*) that the profit amounting to £939 16s. 11d., was for services rendered by the respondent as a professional cricketer; (*b*) that it was a perquisite of his employment; (*c*) that it was assessable under Sched. E; and (*d*) alternatively, that it was annual profits or gains assessable under Sched. E. Rowlatt, J., upheld the decision (reported, 70 Sol. J. 567) of the Commissioners to the effect that the £939 was not assessable to tax. The Crown appealed. The Court (Lord Justice Sargant, dissenting) allowed the appeal.

Lord Hanworth, M.R., said that the law was laid down by Lord Collins in *Herbert* v. *McQuade*, 1902, 2 K.B. 631, to the effect that a payment of that sort was liable to tax, even though voluntary, if it accrued to the payee by virtue of his employment. If he received it during the employment it would be chargeable, unless circumstances showed that it was a purely personal gift, and not part of the return for services rendered by him in the employment. The sums received from the subscriptions were in the nature of personal gifts, and tax was not claimed upon them, but the £939 could not be considered as an extraneous addition to wages, or merely a fortuitous donation. It was received by reason of the benefit match, arranged by the employers, and according to the employers' regulations, and indicated a profit or emolument arising from the employment.

Lord Justice Warrington delivered judgment to like effect.

Lord Justice Sargant, dissenting, said that, like Rowlatt, J., in the court below, he could not see much difference between the subscriptions and the money paid at the gate by those who had flocked to the ground to do honour to the respondent. Although the benefit match could not have taken place if the respondent had not been in the service of the club, yet the real reason of the gift seemed to be the respondent's personal qualifications as a brilliant cricketer; it was at the end of his career, and in the light of a suitable testimonial made to him by his admirers.

Counsel: *Sir Thomas Inskip* (S.-G.), and *R. Hills*; *Latter*, K.C., and *Monckton*.

Solicitors: *Solicitor of Inland Revenue*; *Halsey, Lightly and Hemsley*.

[Reported by G. T. Whitfield-Hayes, Esq., Barrister-at-Law.]

High Court—Chancery Division.

Herbert's Trustees *v.* **Higgins.** Lawrence, J. 21st April.

Bankruptcy—Reputed Ownership—Bill of Sale—Bill of Sale Holder Taking Possession of Chattels before Receiving Order—Protected Transaction—Available Act of Bankruptcy—Notice of—Service of Bankruptcy Notice—Notice of—Statement of Intention to take Proceedings in Bankruptcy—Schedule of Chattels—Specific Description—Bankruptcy Act, 1914, 4 & 5 Geo. 5, c. 59, s. 38 (*c*), and s. 45—Bills of Sale Act, 1882, 45 & 46 Vict. c. 43, s. 4.

The mere fact that a person knows that a bankruptcy notice has been served is not notice of an available act of bankruptcy.

Lucas *v.* Dicker, 1880, 5 C.P.D. 150, *distinguished*.

Horses described in the schedule to a bill of sale by name and colour are sufficiently specifically described to satisfy s. 4 of the Bills of Sale (1878) *Amendment Act*, 1882, *but not store cattle merely described as steers or heifers.*

Carpenter *v.* Deen, 1889, 23 Q.B.D. 566, *applied*.

Action. This was an action by the trustee in the bankruptcy of E. A. Herbert, a farmer, in which a declaration was sought that the chattels described in the schedule to a bill of sale given by the bankrupt to the defendant Higgins formed part of the property of the bankrupt and vested in the plaintiff under s. 38 (*c*) of the Bankruptcy Act, 1914, or in the alternative that the chattels were not so specifically described as to comply with the requirements of s. 4 of the Bills of Sale (1878), Amendment Act, 1882, and that accordingly the bill of sale was void. The facts were as follows: On 15th October, 1924, the bankrupt executed a bill of sale on the chattels comprised in the schedule thereto as a security for the repayment on 27th February, 1925, of £1,000 paid by the defendant to the bankrupt with interest. The schedule contained the following particulars: "Horses: 8 horses described by their names and colour and 2 three-year-olds (1 colt and 1 filly). Cows: 19 Shorthorn, 1 Jersey. Store Cattle: 2 Steers, 5 heifers. Pigs: 4 large black sows, 1 middle white boar, pedigree, and 30 pigs crossed as above." There then followed a number of agricultural implements. On 17th April, 1925, the bankrupt committed an act of bankruptcy by failing to comply with a bankruptcy notice which was served upon him by one, Ackroyd, on 9th April. On 15th June, 1925, Ackroyd presented his petition in bankruptcy. On 3rd September, 1925, a cause of seizure under the Bills of Sale Act, 1882, having taken place through non-payment of the principal money and some interest, the defendant took possession of the chattels. A receiving order was made on 7th September, 1925, and on the following 1st October the debtor was adjudicated a bankrupt. The oral evidence taken at the trial showed that the bankrupt, who was on friendly terms with the defendant, and was indebted to Ackroyd, shortly after 9th April (the date of the service of the notice on him by Ackroyd) told the defendant that he had been served with a bankruptcy notice. It was also proved that on the 25th of May, 1925, the defendant met Ackroyd at the Conservative club at Harpenden, and there was a discussion about the defendant's chances of getting paid the £1,000 owing to him by the bankrupt, and Ackroyd thereupon made a bet with the defendant that he would not be repaid, and added that he was going to take bankruptcy proceedings against the bankrupt.

Lawrence, J., after stating the facts said: "The chattels in the schedule to the bill of sale were, within the meaning of s. 38 (*c*), of the Bankruptcy Act, 1914, in the reputed ownership of the bankrupt on 17th April, 1925. That being so the next question is whether the defendant has discharged the onus of proving that when he took possession of the chattels on 3rd September, which was before the date of the receiving order, he had no notice of an available act of bankruptcy,

and therefore was entitled to the protection afforded by s. 45 of the Act. It has been contended that the statement made by Ackroyd to the defendant on the 25th May, that he was going to take bankruptcy proceedings, coupled with the defendant's previous knowledge that Ackroyd had served a bankruptcy notice on the bankrupt, constituted notice of an available act of bankruptcy. The true inference to be drawn from the statement by Ackroyd, that he was going to take bankruptcy proceedings, is that he intended to present a petition. It has already been decided in the case of *Lucas* v. *Dicker*, 1880, 5 C.P.D., 150, that notice of the presentation of a petition in bankruptcy is notice of an available act of bankruptcy. But the court is not justified in extending that doctrine of notice a step further so as to extend it to the present case, where the defendant had notice early in April of service by the petitioning creditor of a bankruptcy notice, and notice in May that he was going to present a petition. The latter statement is not one concerning a fact, but of some act contemplated. The notice which the defendant received falls short of the sort of notice which Mellish, L.J., described in *Ex parte Snowball*, 1872, L.R., 7 Ch. 534, at p. 549, cited by Horridge, J., in *In re Boocock*, 1916, 1 K.B. 816. Therefore the defendant has succeeded in discharging the onus of proving that he had no notice of an available act of bankruptcy on 3rd September when he took possession. The question whether the chattels in the schedule were so specifically described as to satisfy s. 4 of the Bills of Sale (1878) Amendment Act, 1882, is covered by the observations of Cotton, L.J., in *Carpenter* v. *Deen*, 1889, 23 Q.B.D., 566 and 572. The description of the horses, cows and pigs satisfies the requirements of the section, but the store cattle were not specifically described within the meaning of the section and consequently form part of the bankrupt's estate.

COUNSEL: *Hansell*; *Russell Davies*.

SOLICITORS: *Ronald G. Taylor*; *Neve, Beck, Son & Co.*

[Reported by L. MORGAN MAY, Esq., Barrister-at-Law.]

High Court—King's Bench Division

Venn *v.* Tedesco and Another.

McCardie, J. 23rd April.

PUBLIC AUTHORITIES' PROTECTION—MEDICAL OFFICERS SUED FOR NEGLIGENCE BY WIDOW—TIME WITHIN WHICH ACTION MAY BE BROUGHT—FATAL ACCIDENTS ACT, 1846, 9 & 10 Vict. c. 93, s. 3—PUBLIC AUTHORITIES PROTECTION ACT, 1893, 56 & 57 Vict. c. 61, s. 1 (*a*).

A widow brought an action under Lord Campbell's Act, 1846, against two medical officers for negligence which, she alleged, caused the death of her husband. The defendants, who were employed by the Borough of Croydon, pleaded the Public Authorities Protection Act, 1893. The writ was issued within the time limit of twelve months allowed by Lord Campbell's Act but outside the six months' limit under the Public Authorities Protection Act.

Held, on the authorities, that the plaintiff was entitled to bring her action within the time limit of twelve months allowed by Lord Campbell's Act, 1846, and that her right of action was not barred by the Public Authorities Protection Act, 1893.

Action by the plaintiff, a widow, to recover damages under Lord Campbell's Act, 1846, against the defendants, two medical men, for negligence which, she alleged, caused the death of her husband. In March, 1922, the plaintiff's husband, William Venn, became a patient at the Croydon Borough Isolation Hospital where the defendants were medical officers. They came under the direct control of the Borough of Croydon. During his stay at that hospital Venn was under the care of the defendants. On 26th April, 1922, Venn left their care on being removed to the General Hospital, Croydon, in order to undergo an operation. The operation was performed on 27th April, 1922. Venn died on 15th June, 1922. The plaintiff alleged that the death of her husband was due to the negligence of the defendants while under their care up to 26th April, 1922, in not properly diagnosing his complaint and in the length of time allowed to elapse between his admission to the hospital and the operation. The jury disagreed at this, the second hearing, on the liability of the defendants, and were discharged. Legal argument as to their liability under the Public Authorities Protection Act, 1893, was heard later.

MCCARDIE, J., in the course of a considered judgment, said that the writ in the action was not issued till 6th December, 1922. It was conceded that the defendants were within the class of individuals covered by the Public Authorities Protection Act, 1893. The plaintiff contended that she was entitled to the wider limits of time, *i.e.*, twelve months, provided by s. 3 of Lord Campbell's Act, 1846. The wording of the Public Authorities Protection Act, 1893, was broad, general and far-reaching, and there was no hint of any exception with respect to proceedings under Lord Campbell's Act, 1846. Taken by itself, the Act of 1893 would seem clearly to bar the plaintiff's claim inasmuch as the writ was not issued till more than six months had elapsed since the last "act, neglect, or default" that could be alleged against the defendants: see *Freeborn* v. *Leeming*, 1926, 1 K.B. 160. Lord Campbell's Act, 1846, was passed because at common law it was not a civil wrong to cause the death of a human being. It might well be thought that the two enactments of 1846 and 1893 were not necessarily antagonistic or inconsistent, but that they might properly be read together. If a defendant did not fall within the Act of 1893 then the limit of time provided by Lord Campbell's Act might well apply and a large field was left open to the broader time limit of that Act. If a defendant fell within the Act of 1893 he could be regarded as one of a special class to whom protection was given for special reasons, and who was entitled to invoke the narrower limit of time as a bar to the action. If only Lord Campbell's Act was allowed to operate in cases of death, and not the Act of 1893 also, it seemed to follow that if a person alleged to be negligently injured lived for several years before death came about, then so great a period of time might elapse as to defeat *in toto* the well-known objects of the Act of 1893. But the present cause could not be decided on general considerations or on broad rules of construction. The point was involved in a network of decisions. How did those decisions stand?

In *Markey* v. *Tolworth Joint Isolation Hospital District Board*, 1900, 2 Q.B. 454, the widow's claim was barred because the writ was not issued until more than six months from the alleged negligence. If that decision was still good law it barred the plaintiff's claim in the present action. In the Irish case of *Gawley* v. *Corporation of Belfast*, 1908, 2 I.R. 34, the widow's claim was held barred by the Public Authorities Protection Act, 1893, because her action had not been brought within six months from the alleged act of negligence. The Lord Chancellor of Ireland said: "The policy of the Act of 1893 is to protect public bodies from the consequences of torts committed by them after six months have passed." Holmes, L.J., in the same case, said "The effect of the Act of 1893 is, in my opinion, to strike out the proviso as to twelve months after the death in Lord Campbell's Act, and to substitute for it "six months after the act, neglect or default." Those English and Irish views were adverse to the present plaintiff. See also *Freeborn* v. *Leeming*, *supra*. The case of *Williams* v. *Mersey Docks and Harbour Board*, 1905, 1 K.B. 804, was, unless it could be distinguished, also adverse to the plaintiff. There no action was brought by the injured man, who lived more than six months after the negligence complained of by his widow, who brought an action after her husband's death. The action was held to be barred by the Act of 1893. A great deal of the case law, with respect to the inter-relationship of Lord Campbell's Act and the Public Authorities Protection Act was in a state of some doubt. The plaintiff relied on *British Electric Railway Co.* v. *Violet Gentile*, 1914, A.C. 1034,

which came before the Privy Council from British Columbia. The two Acts discussed there, the Families Compensation Act, 1911, 2 Geo. V, c. 82, Revised Statutes, and the Consolidated Railway Companies Act, 1896, of British Columbia, 59 Vict. c. 55, were analogous to the two under discussion in the present case. There the widow's action was begun more than six months but less than twelve months after the accident to, and instantaneous death of, her husband. The English decisions were fully reviewed, and the Privy Council held that the claim was not barred because the time limit of twelve months allowed by the Families Compensation Act, 1911, applied. *Markey* v. *Tolworth Joint Isolation Hospital District Board, supra*, was expressly disapproved of. In so doing the Privy Council expressed the view that Lord Campbell's Act and the Families Compensation Act gave what has been described as a "new cause of action." He respectfully preferred the phrase "totally new action" used by Lord Blackburn in *Seward* v. *Vera Cruz*, 1884, 10 A.C. 59, 70. (See also *Cooke* v. *Gill*, 1873, L.R. 8 C.P. 107; and *Read* v. *Brown*, 1888, 22 Q.B.D. 128). *British Electric, etc.* v. *Gentile, supra*, was adverse to the present defendants and prevented him from ruling that the plaintiff here was out of time. The question was whether he should follow that case or the weighty judgments in *Gawley's Case, supra*, which was not mentioned in the judgment of the Privy Council, and *Tolworth's Case, supra*. The High Court of this country, though yielding the fullest regard to the opinions of the Privy Council, was not bound by its decisions (see *Leask* v. *Scott*, 1877, 2 Q.B.D. 376; *Dulien* v. *White*, 1901, 2 K.B. 669, 677). *British Electric, etc.* v. *Gentile, supra*, was cited with approval by the Privy Council in *Union Steamship Company of New Zealand Ltd.* v. *Mary Robin*, 1920, A.C. 654, and *McColl* v. *Canadian Pacific Railway Company*, 1923, A.C. 126. It was important that the same construction of statutes which possessed substantial similarity and which prevailed both here and in the Dominions should be adopted in all parts of the Empire (see *City of Chester*, 1884, 9 P.D. 182, 207, as to cases in mercantile or admiralty law following Privy Council decisions). The legal position of the present plaintiff was much strengthened by the fact that the Court of Appeal treated *British Electric, etc.* v. *Gentile, supra*, as an authority to be acted on by them in *Nunan* v. *Southern Railway Co.*, 1924, 1 K.B. 223. The implication of *Tuckwood* v. *Mayor of Rotheram*, 1921, 1 K.B. 526, also seemed to favour the plaintiff. The result was that by the weight of Privy Council authority and the recognition of *British Electric, etc.* v. *Gentile, supra*, by the English Court of Appeal in *Nunan* v. *Southern Railway Co., supra*, the plaintiffs' claim was not barred by the Public Authorities Protection Act, 1893. The observation of Bankes, L.J., in *Freeborn* v. *Leeming, supra*, must be deemed inapplicable to actions under Lord Campbell's Act, and apparently *Gawley's Case* could not now be regarded as an effective authority in the English courts. He was unable to agree that, because counsel for the defendants at the first trial of this action before the Lord Chief Justice and a special jury had stated that he did not seek to rely on the Act of 1893, he (counsel) was therefore precluded from raising that defence at the present trial. The point was one of law only; it involved no evidence; and the facts on the point were not only admitted but were actually pleaded in the statement of claim itself. There was no estoppel in the matter. The present trial was a *de novo* hearing, and the defendants were entitled to raise the point pleaded in their statement of defence. The result of his decision was that if the plaintiff so desired the case must proceed to a third trial before a judge and a special jury.

COUNSEL: for the plaintiff, *Sir Henry Maddocks*, K.C., and *B. M. Goodman*; for the defendants, *A. Neilson*, K.C., and *T. Carthew*.

SOLICITORS: for the plaintiff, *Arthur S. Joseph & Co.*; *Le Brasseur & Oakley*, for *J. M. Newnham*, Town Clerk, Croydon.

[Reported by COLES CLAYTON, Esq., Barrister-at-Law.]

Fisher *v.* **Walters.** Mackinnon and Finlay, JJ. 6th May.

LANDLORD AND TENANT—IMPLIED CONDITION THAT HOUSE FIT FOR HUMAN HABITATION—LATENT DEFECT IN CEILING—DAMAGE—ABSENCE OF NOTICE—LIABILITY OF LANDLORD—HOUSING, TOWN PLANNING, &C., ACT, 1909, 9 Edw. VII, c. 44, ss. 14 and 15.

Section 14 *of the Housing, Town Planning, &c., Act*, 1909, *which relates to houses let at certain rents in various districts, states that "there shall be implied a condition that the house is at the commencement of the holding in all respects reasonably fit for human habitation . . ." Section* 15, *s-s.* (1), *enacts: "The last foregoing section shall, as respects contracts to which that section applies, take effect as if the condition implied by that section included an undertaking that the house shall, during the holding, be kept by the landlord in all respects reasonably fit for human occupation." By s-s.* (2): *"The landlord or any local authority, or any person authorised by him or them in writing, may at reasonable times of the day, on giving twenty-four hours' notice in writing to the tenant or occupier, enter any house, premises, or building to which this section applies for the purpose of viewing the state and condition thereof." The tenant of a house within the provisions of the Housing, Town Planning, &c., Act*, 1909, *is not precluded from recovering for damages caused by a latent defect of which he was thereby unable to give notice to the landlord.* Quære, *if the defect had been patent.*

Hugall *v.* M'Lean, 1885, 53 L.T. 94, *distinguished.*

Appeal from the Lambeth County Court. The plaintiff was the tenant of a house belonging to the defendant, No. 12, Delverton-road, Newington, which came within the provisions of the Housing, Town Planning, &c., Act, 1909. He sued the landlord for damages for a breach of the conditions implied by ss. 14 and 15 of that Act. The plaintiff had been a tenant of the house for fifteen years. In 1912 a portion of the ceiling in one of the rooms fell down and was repaired by the landlord. On 20th October, 1920, the ceiling of the same room fell again to the extent of 7 feet 6 inches one way and 7 feet 6 inches the other way at its widest part. It fell in one piece and damaged the furniture. The tenant at once gave notice to the landlord. Before the fall the tenant saw no signs of the ceiling giving way, and he therefore had no opportunity to, and in fact did not and could not, give the landlord notice that it was defective before the accident. The county court judge found that the defect was a latent defect which could not have been detected by anyone except an expert builder; that the ceiling had been badly built and should long since have been tested and repaired; and that a house with such a ceiling was not reasonably fit for human habitation. He entered judgment for the plaintiff, assessing the damages at £15. The landlord appealed.

MACKINNON, J.: This appeal must be dismissed. The question to be decided was whether, in the absence of notice to the landlord of the latent defect in the ceiling, the plaintiff was prevented from recovering damages for the injury to his furniture. The principle that a landlord was not liable under a repairing covenant unless he had been served with notice of want of repair was carried to its extreme limit in *Hugall* v. *M'Lean*, 1885, 53 L.T. 94. But that case was distinguishable from the present inasmuch as there the landlord had no right to enter on the demised premises, while in the present case, the landlord, by virtue of s. 15, s-s. (2), was entitled on giving written notice to enter the premises and inspect their condition. *Quære* whether the absence of notice would preclude a tenant from recovering in the case of a patent defect.

FINLAY, J., delivered a concurring judgment.

COUNSEL: For the appellant, *W. H. Duckworth*; for the respondent, *F. Ritter*.

SOLICITORS: For the appellant, *Huntley, Son & Phillips* for the respondent, *W. H. Jamieson*.

[Reported by COLES CLAYTON, Esq., Barrister-at-Law.]

Rules and Orders.

THE COUNTY COURT DISTRICTS (SETTLE) ORDER, 1926.
DATED MAY 7, 1926.

I, George Viscount Cave, Lord High Chancellor of Great Britain, by virtue of Section 4 of the County Courts Act, 1888,(*a*) as amended by Section 9 of the County Courts Act, 1924,(*b*) and of all other powers enabling me in this behalf, do hereby order as follows:—

1. The District of the County Court of Yorkshire (West Riding) held at Settle, except the parishes detached therefrom by Paragraph 2 hereof, shall be consolidated with the District of the County Court of Yorkshire (West Riding) held at Skipton, and a Court shall be held in the district formed by the said consolidation at Skipton and Settle by the name of the County Court of Yorkshire (West Riding) held at Skipton and Settle.

2. The Parishes set out in the Schedule to this Order shall be detached from, and cease to form part of, the District of the said Court held at Settle, and shall be transferred to, and form part of, the District of the County Court of Lancashire held at Blackburn and Clitheroe.

3. The County Court of Yorkshire (West Riding) held at Skipton and Settle shall have jurisdiction to deal with all proceedings which shall be pending in the said Court held at Skipton or the said Court held at Settle when this Order comes into operation.

4. In this Order "Parish" shall have the same meaning as in the County Courts (Districts) Order in Council, 1899,(*c*) provided that the boundaries of every parish mentioned in this Order shall be those constituted and limited at the date of this Order.

5. This Order may be cited as the County Court Districts (Settle) Order, 1926, and shall come into operation on the 1st day of June, 1926, and the County Courts (Districts) Order in Council, 1899, as amended, shall have effect as further amended by this Order.

Dated the 7th day of May, 1926.

Cave, C.

Schedule.

PARISHES.

Easington.	Horton.	Newsholme.
Gisburn Forest.	Middop.	Paythorne.

THE COAL (EMERGENCY) SUPPLEMENTARY DIRECTIONS, 1926, DATED MAY 26, 1926, MADE BY THE BOARD OF TRADE UNDER THE EMERGENCY REGULATIONS, 1926.

The Board of Trade, in exercise of the powers conferred upon them by the Emergency Regulations, 1926 (S.R. & O. 1926, No. 451), and of all other powers enabling them in that behalf, hereby direct as follows:—

1. The supply and acquisition of coal for consumption or otherwise in any domestic premises, that is to say, in any dwelling-house or in any building adjacent to or connected with a dwelling-house and occupied or used as part thereof, or in any premises used or occupied for residential purposes, shall be subject to the provisions contained in these directions.

2. Save as is hereinafter expressly provided, no coal shall be supplied or acquired for consumption or otherwise in any domestic premises unless a permit in writing shall first have been issued by the local authority or its duly authorized officer, prescribing the quantity of coal that may be supplied and acquired, and specifying the premises for which and the person by whom such quantity may be acquired, and stating the period in respect of which the permit is issued.

3. No coal in excess of a total of one hundredweight shall be supplied or acquired under the provisions of the last preceding article during any period of two consecutive weeks, unless the local authority or its duly authorized officer shall certify that the supply and acquisition of a certain specified greater quantity is justified by exceptional circumstances and the nature of such exceptional circumstances is stated in writing upon the permit authorizing such supply and acquisition.

4. (*a*) Coal to an amount not exceeding twenty-eight pounds' weight in any one week may be supplied and acquired without permit for consumption in the domestic premises of the person by whom or on whose behalf the coal is acquired, provided that the coal is purchased at and taken away by the purchaser from the shop or other premises of the vendor.

(*b*) The supply and acquisition of coal under this article shall be alternative and not supplementary to any supply or acquisition of coal under the preceding articles of these directions.

5. The operation of Articles 3, 4 and 5 of the Coal (Emergency) Directions, 1926 (S.R. & O. 1926, No. 452) (hereinafter called "the Principal Directions"), is hereby suspended until further notice, and these directions shall be substituted therefor during such suspension and shall be read with the principal directions as though they formed part thereof.

6. These directions may be cited as the Coal (Emergency) Supplementary Directions, 1926, and shall come into force on the 28th day of May 1926.

Dated this 26th day of May, 1926.

G. R. Lane Fox,
Secretary for Mines.

(*a*) 51–2 V c. 43. (*b*) 14–5 G. 5, c. 17. (*c*) S.R. & O. 1899, No. 178.

THE ASSESSMENT COMMITTEES (FIRST MEETING) ORDER, 1926, DATED JUNE 3, 1926, MADE BY THE MINISTER OF HEALTH UNDER SECTION 67 OF THE RATING AND VALUATION ACT, 1925 (15 & 16 GEO. 5, C. 90) FOR REMOVING DIFFICULTIES ARISING IN CONNECTION WITH THE FIRST MEETINGS OF ASSESSMENT COMMITTEES CONSTITUTED UNDER THE SAID ACT.

70,993.

Whereas by section 17 of the Rating and Valuation Act, 1925 (hereinafter referred to as "the Act") provision is made for the constitution of an assessment committee for every assessment area and for the application to every such committee of certain provisions contained in the first schedule to the Act;

And whereas a difficulty arises with respect to the person by whom the first meeting of an assessment committee shall be summoned, and with respect to the date of such meeting and the business to be transacted thereat;

And whereas by section 67 of the Act it is provided that, if any difficulty arises in bringing into operation any of the provisions of the Act, the Minister of Health may by order remove the difficulty or do anything which appears to him necessary or expedient for bringing the said provisions into operation, and may by any such order modify the provisions of the Act so far as may appear to him necessary or expedient for carrying the order into effect:

Now therefore, the Minister of Health, in pursuance of the powers given to him by the last recited section and of all other powers enabling him in that behalf, hereby orders as follows:—

1. The first meeting of an assessment committee shall be summoned—

(*a*) in the case of an assessment area being a county borough, by the town clerk;

(*b*) in the case of an assessment area constituted by a joint scheme, by the clerk of the council (whether of a county or of a county borough) exercising jurisdiction over that portion of the assessment area which, according to the valuation lists in force on the 1st day of April, 1926, had the greatest aggregate rateable value; and

(*c*) in the case of any other assessment area, by the clerk of the county council:

And the officer whose duty it is under this order to summon the first meeting of any assessment committee is hereinafter referred to as the "convening officer."

2. (1) The first meeting of an assessment committee shall be held—

(*a*) in the case of an assessment area being a county borough, as soon as may be after the appointment of the committee; and

(*b*) in the case of an any other assessment area, as soon as may be after the approval of the scheme constituting the area;

and shall in every case be held on such day, and at such hour and place as may be fixed by the convening officer.

(2) Subject to the provisions of the next succeeding article, the convening officer shall, seven days at least before the day fixed by him for the first meeting of an assessment committee, send a notice of the meeting to every member of the committee.

3. (1) For the purpose of enabling convening officers to give the notice required by the last preceding article, the clerk of every authority entitled to appoint a person or persons to serve on an assessment committee shall immediately after the making of any such appointment notify to the convening officer the name and address of every person so appointed.

(2) If in the case of any appointing authority the notification required by this article to be given to a convening officer is not received by him before the date on which notices are sent by him to members of the assessment committee in accordance with the last preceding article he shall forward to the clerk of that authority a notice for each person appointed or to be appointed by that authority, and the clerk of that authority shall cause such notice to be delivered as soon as practicable.

4. As assessment committee shall not be precluded at its first meeting from proceeding to the appointment of a chairman, or of a representative to serve on the county valuation

committee, or from transacting any other item of business by reason only of such item not having been specified in the notice of the meeting; and in the application to that meeting of the provisions contained in the first schedule to the Act, paragraph 5 of such schedule shall be read as if the matters mentioned therein as not invalidating the proceedings of the committee included any defect in or failure to send any notice required by this order.

5. Nothing in this order shall be construed as invalidating the proceedings of an assessment committee at any meeting of such committee held before the date of this order.

6. This order shall come into operation on the date hereof, and may be cited as the Assessment Committees (First Meeting) Order 1926.

Given under the official seal of the Minister of Health this third day of June, in the year one thousand nine hundred and twenty-six.

(L.S.) *R. B. Cross*,
Assistant Secretary, Ministry of Health.

Legal News.

Appointments.

The Council of Legal Education have appointed Mr. J. H. MORGAN, K.C., Professor of Constitutional Law and Legal History in the University of London since 1908, to be reader in Constitutional Law (English and Colonial) and Legal History at the Inns of Court.

Mr. E. WRAGG, Deputy Clerk, has been appointed Clerk to the Beeston Urban District Council, in succession to the late Mr. W. H. Redgate, solicitor.

Mr. GEOFFREY INCE, solicitor (of the firm of Messrs. Harward and Evers, solicitors), Stourbridge, has been appointed Town Clerk of that Borough in succession to Mr. J. Donaldson Harward, solicitor, who has resigned. Mr. Ince—who is Clerk to the Stourbridge Main Drainage Board and the Scott Education Foundation, and also Deputy Coroner for North Worcestershire—was admitted in 1920.

Mr. ROGER ROSE, an assistant to Mr. J. B. Chapman, O.B.E., Town Clerk, Burton-on-Trent, has been appointed Committee Clerk and Legal Assistant in the office of Mr. R. C. Wanklyn, solicitor, Town Clerk, Colchester.

The Secretary of State has been pleased to confirm the appointment of Mr. EDGAR SMALES DINGLE, Solicitor (of the firm of Dixon, Barker & Dingle, Bank Chambers, Bedford Street, Sunderland, as Clerk to the Justices for that county borough. Mr. Dingle was admitted in 1885.

Professional Information.

Messrs. WINSTON, CASE & ROPER, Solicitors, 4, The Broadway, Maidstone, have taken into partnership Mr. EDWARD ARTHUR BRABAZON WINSTON (who was admitted in 1923), as from 5th April last. The name of the firm will remain unchanged.

Wills and Bequests.

Sir Walter Durnford, LL.D., G.B.E., Provost of King's College, Cambridge, who died on 7th April last, aged seventy-nine, left estate of the gross value of £16,047. He left £500 to the Provost and Scholars of King's College, Cambridge; £100 to his gardener, James Norris, if still in his service; £50 each similarly to his housemaid, Anne Hewitt, and his butler, Dominick Sheridan.

Mr. James MacMullen Rigg, of Brixton-hill, S.W., barrister-at-law, who wrote some 600 biographies for the Dictionary on National Biography, and author of several historical works, who died on 14th April last, aged seventy, left estate of the gross value of £13,126. He died intestate.

Mr. Henry Percy Horne, solicitor, of Gloucester-gardens, S.W., and Lincoln's-inn-fields, W.C., a brilliant card player, for many years chairman of the Card Committee of the Portland Club, and a well-known art collector, left estate of the gross value of £12,654.

COMMITTEE ON DATING AND SEALING PATENTS.

The Board of Trade have appointed a committee consisting of Mr. J. Whitehead, K.C. (Chairman), Mr. H. A. Gill, M.A., Mr. A. J. Martin, O.B.E., Major-General Sir Philip Nash, K.C.M.G., C.B., and Mr. J. Swinburne, M.Inst.C.E., F.R.S., to enquire into and report whether any, and if so what, change is desirable in the practice of the United Kingdom of—

(*a*) dating and sealing patents applied for under s. 91 of the Patents Acts, 1907 and 1919, as of the date of the application in the foreign State;

(*b*) dating and sealing other patents as of the date of application, as provided by s. 13 of the Acts.

The Secretary to the Committee is Mr. B. G. Crewe, The Patent Office, 25, Southampton-buildings, London, W.C.2, to whom all communications relating to the work of the committee should be addressed.

SWEARING A CRIME.

In reply to a question by Deputy Carmignani in regard to repressing the abuse of swearing, the Italian Minister of Justice has declared that in the new Penal Code which is being drawn up by order of the Fascist Government swearing will be declared a penal offence, for which the offender will be liable to prosecution.

UNSUCCESSFUL PETITION FOR A CHARTER OF INCORPORATION.

The Auctioneers' and Estate Agents' Institute, in October last, petitioned the Privy Council for a Royal Charter, but the Incorporated Society of Auctioneers' and Landed Property Agents, in petitioning against the grant, urged that (1) the Institute excluded from membership those practitioners who were connected with commercial enterprises, and (2) that the granting of a Charter to the Institute would operate to give its members a higher status than members of the Society to the disadvantage of the latter. The Privy Council has now decided that it is unable to recommend His Majesty to accede to the prayer for the grant of a Charter.

JAPANESE FACTORY LAWS.

A number of amendments to the Japanese factory laws, said to have been precipitated by criticisms made at Geneva, were passed and promulgated by the Privy Council on Monday to be effective from 1st July. These measures will ameliorate the lot of night workers and lighten the working hours of women and young persons under sixteen years of age. The daily hours of work for protected workers are reduced from twelve to eleven, excepting in the silk factories and cotton-spinneries, where longer hours are permitted on condition that night work is not enforced. The age limit is raised from twelve to fourteen years, though children of between ten to twelve years of age may be recruited for light work.

INSTITUTE OF PRIVATE LAW.

The Bill to establish in Rome an International Institute of Private Law has been presented to the Chamber of Deputies. In a report accompanying the draft Bill, Signor Mussolini describes the foundation of this institute and its relation to the League of Nations, under whose ægis it has been placed. The institute will be housed at the Palazzo Giustiniani, until recently the headquarters of the Italian Freemasons, and will catalogue and attempt to co-ordinate the legislation of the various States. Its statute, drafted by a special commission of Italian jurists, has been approved by the Council of the League of Nations after examination by the League Commission for Intellectual Co-operation and by a special committee of experts. The Italian Government will contribute the sum of one million lire a year towards the maintenance of the institute.

Court Papers.

Supreme Court of Judicature.

ROTA OF REGISTRARS IN ATTENDANCE ON

Date.	Emergency Rota.	Appeal Court No. 1.	Mr. Justice Eve.	Mr. Justice Romer.
M'nd'y June 14	Mr. Synge	Mr. Jolly	Mr. Bloxam	Mr. Hicks Beach
Tuesday .. 15	Ritchie	More	Hicks Beach	Bloxam
Wednesday 16	Bloxam	Synge	Bloxam	Hicks Beach
Thursday . 17	Hicks Beach	Ritchie	Hicks Beach	Bloxam
Friday 18	Jolly	Bloxam	Bloxam	Hicks Beach
Saturday .. 19	More	Hicks Beach	Hicks Beach	Bloxam

Date	Mr. Justice Astbury.	Mr. Justice Lawrence.	Mr. Justice Russell.	Mr. Justice Tomlin.
M'nd'y June 14	Mr. Ritchie	Mr. Synge	Mr. Jolly	Mr. More
Tuesday .. 15	Synge	Ritchie	More	Jolly
Wednesday 16	Ritchie	Synge	Jolly	More
Thursday . 17	Synge	Ritchie	More	Jolly
Friday 18	Ritchie	Synge	Jolly	More
Saturday .. 19	Synge	Ritchie	More	Jolly

TRINITY SITTINGS, 1926.

(*Continued from p.* 696.)

NOTICES RELATING TO THE CHANCERY CAUSE LIST.

Mr. Justice Eve.—Except when other business is advertised in the Daily Cause List, Actions with Witnesses will be taken throughout the Sittings.

Mr. Justice Astbury will take his business as announced in the Trinity Sittings Paper.

Mr. Justice Lawrence.—Except when other business is advertised in the Daily Cause List, Actions with Witnesses will be taken throughout the Sittings.

Judgment Summonses in Bankruptcy will be taken on Mondays, the 14th June and 12th July.

Motions in Bankruptcy will be taken on Mondays, the 21st June and 19th July.

A Divisional Court in Bankruptcy will sit on Wednesday, the 7th July.

Mr. Justice Russell.—Actions with Witnesses will be heard throughout the Sittings.

Mr. Justice Romer will take his business as announced in the Trinity Sittings Paper.

Liverpool and Manchester Business.—Mr. Justice Romer will take Lancashire business on Thursdays, the 10th and 20th June and the 8th and 22nd July.

Mr. Justice Tomlin will take his business as announced in the Trinity Sittings Paper.

Summonses before the Judge in Chambers.—Mr. Justice Astbury and Mr. Justice Romer will sit in Court every Monday during the Sittings to hear Chamber Summonses. Mr. Justice Tomlin will hear Chamber Summonses on Tuesdays.

Summonses adjourned into Court and Non-Witness Actions will be heard by Mr. Justice Astbury, Mr. Justice Romer, and Mr. Justice Tomlin.

Motions, Petitions and Short Causes will be taken on the days stated in the Trinity Sittings Paper.

Notice with Reference to the Chancery Witness Lists.

During the Trinity Sittings the Judges will sit for the disposal of Witness Actions as follows:—

Mr. Justice Eve will take the Witness List for Eve and Romer, JJ.

Mr. Justice Lawrence will take the Witness List for Astbury and Lawrence, JJ.

Mr. Justice Russell will take the Witness List for Russell and Tomlin, JJ.

CHANCERY CAUSES FOR TRIAL OR HEARING.

Before Mr. Justice Eve.

(Causes for Trial).

With Witnesses.

Re Rousset's Patents, Nos. 189,639 & 189,973 (pt hd)
Re Cos. (C) Act, 1908 & re City Life Assce Co ld
Bodenham v Cory-Jones
Maidenhead Brick & Tile Co ld v Arundell
Totton v Gotto
Hood Barrs v Frampton, Knight & Clayton (s.o. till filing of depositions)
Strange & Graham ld v Weizmann (s.o. generally)
Hattersley v Newman
Gregson v The Franco-British & General Trust ld (s.o. generally)
John Wright & Eagle Range ld v General Gas Appliances ld
Baelz v Public Trustee
Kusnetzoff v Gane
Simon Carves ld v Nortons (Tividale) ld
Wardle v Rennoldson
Re Cos. (C) Act, 1908 & re Herbert MacCallum & Co ld
Pink v Peddie (s.o. generally)
Michael v Michael
Stirling v Holloway (s.o. generally)
Thiselton v Commercial Union Assce Co ld
Stowe v Biggs
Same v Same
Sherwood-Hale v Selwyn
Tunnicliffe & Hampson (1920) ld v West Leigh Colliery Co ld
Wood v Hodges
Huggins & Co ld v Comer
Victors ld (in liquidation) v Lingard
D Gestetner ld v Roneo ld (not before June 14)
Lawrence v Whiting ld & Car Sales and Service Agency
Same v Whiting ld & Puxley
Showell v The Anglo American Publishing Co ld
Shepherd's Dairies ld v Payne
Foster v National Amalgamated Union of Shop Assistants, Warehousemen & Clerks
Barclays Bank ld v Whiteman
Gregory v Wilcock
Re G W Trivass, dec Trivass v Trivass
Rook v Cohen
Hall v Stirling
Hall v Samuels & Co
Hall v F Lawrence ld
Joe Lee ld v Dalmeney
Same v Same
Sampson v Radcliffe
Stacey v Kelly's Directories ld
Ballard v Blackmore
Guy-Pell v Foster
Suckling v Suckling (not before July 1)
Blamey v Biscoe
Monro v Aisher
Hart v Hart
Williams v Stubbs
Andrade v Lord
Re Bergamali Bergamali v Bergamali
Parker & Cooper ld v Reading
Higgins v Hall
Re Cos. (C) Act, 1908 & re The Mediterranea Asbestos Quarries ld
Attorney-Gen v Hornsey Borough Council
Attorney-Gen v. Woolcombers ld
Cook v Arnold
Harms (Incorporated) ld v Embassy Club ld
Winston v Wiggett
Wiggett v Winston
Re Trade Marks Acts, 1905 to 1919 Re Savage's Trade Mark
Dawson v Hall
Raymond v G Wimpey & Co ld
Groedel v Administrator of Hungarian Property
Chamberlayne v Chamberlayne
Layzell v Thompson
Re Cos. (C) Act, 1908 & re Nothard, Lowe and Wills
Muncey v Palace Gates Estates Co ld
Drake v Godden
Attorney-Gen v Gateshead
Munro v Bremner
Standard Fruit Preserving Co ld v Greig
Taylor v Robson
Evans v Evans
Holmes v Wanklin
Barnes v Wray
Hall & Hall v Icke & Co
MacNaghton v Griffin
Same v Seligman
Ramsay v King
The Princess Royal Colliery Co ld v The Park Colliery Co ld
Prof Dr G Jaeger v The Jaeger Co ld
Goodman v Byck

Before Mr. Justice Astbury.

Retained Causes for Trial.

(With Witnesses.)

Charles Webster ld v Bunn & Tawse ld (s.o. generally)
Potter v Beddow

Further Considerations.

Re Robinson, dec Clarkson v Robinson (fur con)
Re Herbert Engineering Co Williams v The Company (for con)

Petition.

Re J J Stevens, dec Keily v Stevens (s.o. generally)

Adjourned Summonses.

Re Gilmour, dec Moore v Gilmour (pt hd) (s.o. generally)
Re Betts, dec Friend v Betts (s.o. generally)
Re MacCullagh, dec McClelland v Grapes
Re Schmilinsky, dec The Public Trustee v H M Attorney-Gen
Re Davies, dec Battersby v Davies
Re Smithson's Settlement Noble v Shenfield
Re Cattell, dec Dodd v Cattell
Conyngham v Conyngham (s.o.—to come on with action)
Re Cook, dec Cowmeadow v Cook
Parkes v Austin Reed ld
Re Slack, dec Townsend v Slack
Re Asplin, dec Asplin v Asplin
Re Scott, dec Scott v Scott
Re Colnbrook Chemical & Explosives Co ld (in liquidation) Attorney-Gen v The Company (fixed for June 23)
Re Danberry's Settlement Hughes v Whitley
Re Johnson Johnson v Johnson
Re Wells Wells v Speer
Re Lowe Hanson-Lowe v Lowe
Re Keenlyside Kirsop v Keenlyside
Re Roderick Shepherd v Jones

(From Mr. Justice Eve's List.)

Causes for Trial.

(With Witnesses.)

Greater Britain Insce Co ld v North British & Mercantile Insce Co ld (s.o. generally)
The Quasi Arc Co ld v Ebbrel.
Re Storey's Settlement Rushton v Storey (not before July 1)
Mollan v The Amalgamated Marine Workers Union
Jones v Humphreys (not before June 23)
Wall v Exchange Investment Corpn ld

Before Mr. Justice LAWRENCE.
Judgment Reserved.
Cause for Trial.
(With Witnesses.)
Dyster v W E R Randall & Sons

Retained Adjourned Summonses.
Re Lindsay's Settlement Lindsay v Ayrton (s.o.)
Re Kendall, dec Kelvey v Kendall (pt hd)
Re Causton Causton v Freebody (s.o. generally)

Assigned Matter.
Appeal from Court of Summary Jurisdiction, Tenby, Pembroke.
Re Guardianship of Infants' Act, 1925 Trumpler v Trumpler

Retained Cause for Trial.
(With Witnesses.)
(From Mr. Justice ROMER'S List.)
Story v Story

Causes for Trial.
(With Witnesses.)
Vigneron Dahl (British & Colonial) ld v Pettit
Helps v Oldham Corpn (fixed for June 3)
Sackville v Watson (s.o. generally)
Newgass v Joseph (s.o. generally)
Public Trustee v Jacob (s.o. generally)
Waterlow & Sons ld v Rapkin & ors
Wells Corpn v Wilts United Dairies ld
Calder's Yeast Co v Stockdale (s.o. generally)
Flowers v Dennis
Garnett v Pratt
Higgins v Watt
Mavrogordatos v Constant (fixed for June 1)
Smith v Mason
Industrial Issuing Corpn ld v Cambrian Coaching and Goods Transport ld
Mellor v Franklin
Chapman v Nathan
Wright v Siddall & Hilton ld
Re Howells & The Married Women's Property Act
Allsworth v The Folkestone Corpn
Morrell v Harris
Gilbert v Stannard
Maybury v Smith's Potato Crisps ld

Before Mr. Justice RUSSELL.
Adjourned Summonses.
Re Earl of Stamford & Warrington Payne v Grey (to follow partition Action)
Re Morse, an infant, re Guardianship of Infants' Acts (s.o. to July 16)

Causes for Trial.
(With Witnesses.)
The Performing Right Soc ld v Union Castle Mail Steamship Co ld
Middleton v Henderson
Williams v Henry Williams ld
Rickard v Russell
Wilson v Pickard (not before June 14)
Levy v Leeds Permanent Bldg Soc
Hammersmith Palais de Danse ld v Boeglin Ice Cream Co ld (not before June 16)
Major v Chalcraft & ors (Shibko third party)
Ashton v Curtis
Same v Same
Kodak ld v Churchill
Wagstaff v Newstead
Clare v Norris
Pass v British Tobacco Co (Australia) ld
Crews v Doyle
Schoenfeld v Whitehead
Goss Printing Press Co (of England) ld v R W Crabtree & Sons ld
Watson v Mayo Smith
Sutherland v Morden
Sutherland v British Dominions Land Settlement Corpn ld
Re Simpson, dec Simpson v Atkinson
Owen v Worsdell
Collyer v Cecil
Re Moody Moody v Taylor
Charlot v Pollak (fixed for June 10)
Blackmore v Russell
Cowan v Sheridan
Hall v Weir
Rose v Sieman Bros & Co ld
Sinden v Craven
Way v Berlandina
Horton's Estate ld v James Beattie ld (fixed for June 7)
Kelland v Bentley
Kelland & Atkinson v Bentley
Sharp v Sharp
Busby v Avgherino
D Napier & Son ld v Ridley
Turner v Richards, Richards & Co ld
Re Wood, dec Wood v Wood
Re Morley Arnold v Morley
Graigola Merthyr Co ld v Swansea Corpn
Re Lear Lear v Lear
Wellbeloved v Parkins
Safveans Aktie Bolag v The Ford Motor Co (England) ld
Gifford v Palser
Wilkins v Wilkins
Re Northcliffe Owen v Rothermere
Waite & Waite v Simkin
Seddon v Hunt
Goddard v Jones & ors
Bott v Goddard
Grey v Grey

(Before Mr. Justice ROMER.)
Retained Cause for Trial.
(With Witnesses.)
Betts v James (fixed for June 9)

Further Considerations.
Goodchild v Roberts (pt hd)
Re Suarez Suarez v Suarez

Adjourned Summonses.
Stimson v Gray (s.o. generally)
Re Smallman dec Cotton v Pitt (s.o. generally)
Re Sir T H Farquhar, dec Re Oliver's Settlement Nesbitt v Oliver
Re Williams, dec Cunliffe v Thompson
Re Earl of Carnarvon's Chesterfield Settled Estates re Settled Land Act 1925
Re Earl of Carnarvon's Highclere Settled Estates re Settled Land Act 1925
Re Joyce, dec Green v Marriott
Re Anderson, dec Cameron v Anderson
Re Clifford's Will Trusts Clifford v Wise
Re Allen Allen v Warren
Re Restall Restall v Halliday
Re Edwardes Edwardes v Albrow
Re Cornish, dec Courbridge v Lamb
Re Quinton Dick Cloncurry v Fenton
Re Gerich dec Sanders v Attorney-Gen
Re Yule's Marriage Settlement re Law of Property Act, 1925
Re Maria Robson, dec re Elizabeth Brown, dec Hutchinson v Armstrong
Re A M Clarke, dec Clarke v Hook
Re E A Hanley, dec Public Trustee v Hanley
Re Harriett Sheppard, dec Public Trustee v Twiss
Re Kemeys-Pynte dec Wharton v Hoare Trustee
Re Moullin dec Moullin v Ferguson
Re An Arbitration between Southport, Birkdale and West Lancashire Water & Skelmersdale U D C
Re Ward (the Younger), dec Ward v Johnson
Re Drake, dec Greenwood v Thomas
Re Glock, dec Tunbridge v Wallis
Re Louttit, dec Bury v Muntz
Re Griffiths' Will Trusts Griffiths v Griffiths
Re Toner, dec Royal Exchange Assce v Fuller
Re Ramsay, dec Loseby v Bennett
Re Wallscourt's Settlement Otter-Barry v Wallscourt
Re Sandbach, dec Douglas v Royds
Re Yarborough Settled Estates & S.L. Acts
Re Rust, dec Maddison v Rust
Re Errington's Marriage Settlement Tweedie v Errington
Jones v Jones
Re Aubrey, dec Aubrey v Fowler
Bernstein v Public Trustee
Re Viscount Long of Wraxall's Settlement Bull v Viscount Long
Re Aschrott, dec Clifton v Strauss
Re Carthew Carthew v Carthew
Re Dick The Nat Provincial Bank ld v Cox

COMPANIES (WINDING UP) AND CHANCERY DIVISION.

Companies (Winding Up).
Petitions (to wind up).
Alliance Bank of Simla ld (petn of L W Warlow-Harry—ordered on May 6, 1924, to s.o. generally)
Robert Young's Construction Co ld (petn of London Asphalte Co ld—s.o. from Jan 20, 1925—liberty to apply to restore)
Low Temperature Carbonisation ld (petn of Dursley Gas Light & Coke Co ld—s.o. from May 11, 1926 to June 15, 1926)
Bianchi Motors ld (petn of Godbolds ld—s.o. from May 11, 1926 to June 1, 1926)
Keene's Trading Co ld (petn of I A Keene—c.a.v.)
East Coast Enterprises ld (petn of First National Pictures ld—s.o. from April 13, 1926 to July 13, 1926)
H. A. P. P. Tanning Co ld (petn of J B Maclean & ors—s.o. from May 18, 1926 to June 1, 1926—with witnesses)
East Grinstead Estate Co ld (petn of H M Attorney-Gen—s.o. from May 18, 1926 to June 15, 1926)
Aux Classes Laboricuses ld (petn of Reitlinger & ors—s.o. from May 11, 1926 to June 8, 1926)
Aux Classes Laboricuses ld (petn of Kleinwort, Sons & Co, a firm—s.o. from May 11, 1926 to June 8, 1926)
Fullers United Electric Works ld (petn of R H Symonds—s.o. from May 18, 1926 to June 1, 1926)
Demerara Sugar Estates ld (petn of Isaac Gassman, trading as I Gassman—s.o. from May 11, 1926 to June 8, 1926)
United Films ld (petn of Butcher's Film Service ld & anr—s.o. from May 18, 1926 to June 8, 1926)
Belcon ld (petn of General Hardwood Co. ld—s.o. from May 18, 1926 to June 1, 1926)
Fuller's United Electric Works ld (petn of R Armstong & Co ld—s.o. from May 18, 1926 to June1, 1926)
Motor Manufacturers' & Traders' Mutual Insce Co ld (petn of Godbolds ld)
Radio Phonopore & Electricals ld (petn of C W Slingo)
Portersgrange Pharmacy ld (petn of Pharmaceutical Soc of Great Britain)
George Spyer & Co ld (petn of F A Goddard)
British American & Foreign Corpn ld (petn of Sir G L Courthope, Bart)
Julie ld (petn of Maison Sabine ld)
Thames Glassware Co ld (petn of J Tauler & Co., a firm)
Brijane ld (petn of Lewis Harris & ors, trading as Harris & Co)
Universal Finance & Development Corpn ld (petn of Cohn, S ligman & Bax, a firm)
Nelson Electric Co ld (petn of Eugene Durand trading as C Melin & Co and Eugene Durand & Co)
Industries & Estates ld (petn of Westmore Syndicate ld)
Herbert MacCallum & Co ld (petn of D MacCallum)
Produce & Chemical Co ld (petn of E D'Eresby Moss)
Jigs ld (petn of Chas Wright ld)
Trinidad Land & Finance Co ld (petn of A H Clifford & anr, trading as Clifford & Clifford)
Cree, Lowther & Co. ld (petn of H Ogden, trading as H Ogden & Co)

Chancery Petitions.
Hull Oil Manufacturing Co ld & reduced (to confirm reduction of capital)
Tyne Dock Engineering Co ld & reduced (same)
Smyrna Fig Packers ld & reduced (same)
Kassa Mining Co ld & reduced (same)
Murex ld & reduced (same)
Self-Opening Tin Box Co ld & reduced (same)
Mawdsleys ld & reduced (same)
W H Staynes & Co (Glovers) ld & reduced (same)
Tariff Reinsurances ld & reduced (same)
Globe Worsted Co ld (to confirm alteration of objects)
Surprise Gold Mining Co ld (same)
Working Ladies Guild (same)
South Brazilian Rys Co ld (to sanction Scheme of Arrangement—stand over from Jan 12, 1926 to July 12, 1926) (to be mentioned) (retained by Mr. Justice Eve)
G Beer ld (to sanction Scheme of Arrangement)

Telephone Manufacturing Co ld (same)
C E Heath & Co ld (same)
Railway Share Trust & Agency Co ld (same)
West Somerset Dairy & Bacon Co ld & reduced (to confirm reduction of capital & sanction Scheme of Arrangement)
Glebe Land & Building Co ld (to restore name to register)

Companies (Winding Up). Motions.

John Dawson & Co (Newcastle-on-Tyne) ld (s.o. generally by consent)
S Jacobs & Co ld (ordered on March 15, 1921 to s.o. generally)
H C Motor Co ld (ordered on July 5, 1921 to s.o. generally)
Corbridge Steamship Co ld (ordered on Dec 15, 1925 to s.o. generally)
F Stanley & Co ld
United General Commercial Insce Corpn ld
Keene's Trading Co ld

Adjourned Summonses. Companies (Winding Up).

Vanden Plas (England) ld (with witnesses—parties to apply to fix day for hearing—retained by Mr Justice Astbury)
Fairbanks Gold Mining Co ld (ordered on July 26, 1921 to s.o. generally)
Blisland (Cornwall) China Clay Co ld (ordered on Dec 16, 1921 to s.o. generally)
Atkey (London) ld (ordered on Jan 22, 1924 to s.o. generally)
Joint Stock Trust & Finance Corpn ld (ordered on Nov 11, 1924 to s.o. generally)
Direct Fish Supplies ld (appln of H E Warner) (ordered on Feb 3, 1925 to s.o. generally)
Nitrogen Fertilisers ld (with witnesses) (ordered on Nov 10, 1925 to s.o. generally)
Same (with witnesses) (ordered on Nov 10, 1925 to s.o. generally)
London County Commercial Reinsurance Office ld (with witnesses) (ordered on Nov 26, 1925 to s.o. generally)
British American Continental Bank ld (ordered on Dec 8, 1925 to s.o. generally)
County of York Agricultural Co-operative Soc ld (ordered on March 30, 1926 to s.o. generally, liberty to apply to restore)
British American Continental Bank ld (with witnesses)
Same (with witnesses)
John Crowley & Co ld
W Bolus & Co ld

Chancery Division.

French South African Development Co ld
Partridge v French South African Development Co ld (ordered on April 2, 1914 to s.o. generally pending trial of action in King's Bench Division)
Economic Building Corpn ld (with witnesses) (ordered on July 3, 1923 to s.o. generally)
Economic Building Corpn ld (ordered on July 3, 1923 to s.o. generally)

Before Mr. Justice Tomlin.

Petitions.

Colyer v Fergusson (pt hd)
Ricketts v Long (s.o. generally)

Assigned Adjourned Summons.

Re Martineau's Patent & re Patents & Designs Acts (with witnesses) (s.o.)

Further Considerations.

Re Landore Zinc Works ld Woodliffe v The Company
Re Munro Marsh v Munro
Adjourned Summonses.
Re Parkhurst Graham v Hart (s.o. for Attorney-Gen)
Re Huggett Joliffe v Huggett (s.o. to June 8)
Re Rands, dec Rands v Rands (s.o. generally)
Re Comrades of the Great War Trust Fund Adams v Crosfield (s.o. generally)
Re Samuel Whitfield, dec Whitfield v Whitfield (s.o. generally)
Re Julia Kershaw, dec Harris v Badger (s.o. generally)
Re Glyncorrwg Colliery Co ld Railway Debenture & General Trust Co ld v The Company
Re Joce & Nash's Contract Re Law of Property Act, 1925 (pt hd) (s.o. to June 2)
Re Jones, dec Rees v Jones (with witnesses) (s.o. generally)
Re Leigh's Settled Estates
Re Peel Hill v Attorney-Gen (s.o. generally)
Re Lloyds Bank & H Workman ld's Contract Re Law of Property Act, 1926
Re Johnson, dec Public Trustee v Royal National Lifeboat Institution
Re Knowles' Settlement Re Knowles, dec Crawshaw v Batt
Re Raw Chambers v Menteth
Re Askew Askew v Riches
Re Hedley Steele v Hedley
Re Fowkes' & Roberts' Contract Re Law of Property Act, 1925
Re Lord Bateman's Settled Heirlooms Re Settled Land Act
Re Slater Beaumont v Slater
Re Marquis Curzon of Kedleston, dec Curzon v Curzon
Re Monk, dec Griffen v Wedd
Re Haskins, dec Haskins v Haskins
Re I J Wood, dec Wood v Wood (restored)
Re Burtchley, dec Solomon v Watson
Re Child's Settlement Beney v Child
Re Mohr, dec Graham v Dr. Barnardo's Homes
Re W Jones, dec Jones v Jones
Re T Avery, dec Tulley v Avery
Re Clement & Johnson ld Giffard v The Company
Re Hawley's Settlement Hawley v Wix (Advanced) (In Court as Chambers at 3 o'clock on June 3)
Re J Cox, dec Smith v Fabb
Re G Botham, dec Llewellyn v Wheeler
Re Winton's Settlement Re Law of Property Act, 1925 & re Trustee Act, 1925
Re Braby & Newman's Contract & re Law of Property Act, 1925
Re Gibbs Gibbs v Crutch
Re Mathers Pease v Battie
Re Hadrian Evans Park v Symons
Re Browne Browne v Orchard
Re Sinclair Public Trustee v Styles
Re Cunningham Norris v Lister
Re Wilford Public Trustee v Wilford
Re Taylor Waters v Taylor

Stock Exchange Prices of certain Trustee Securities.

Bank Rate 5%. Next London Stock Exchange Settlement. Thursday, 24th June 1926.

	Middle Price 9th June	Interest Yield.	Yield with Redemption.
English Government Securities.		£ s. d	£ s. d
Consols 2½%	55½	4 10 6	—
War Loan 5% 1929-47	100$\frac{9}{16}$	4 19 6	4 19 0
War Loan 4½% 1925-47	95½	4 14 6	4 18 0
War Loan 4% (Tax free) 1929-47	100¼	4 0 0	3 19 0
War Loan 3½% 1st March 1928	98½	3 11 6	4 17 0
Funding 4% Loan 1960-90	87	4 12 0	4 12 6
Victory 4% Bonds (available for Estate Duty at par) Average life 35 years	93½	4 6 0	4 8 6
Conversion 4½% Loan 1940-44	96½	4 13 6	4 16 6
Conversion 3½% Loan 1961	75$\frac{7}{16}$	4 13 0	—
Local Loans 3% Stock 1921 or after	63½	4 15 0	—
Bank Stock	252	4 15 0	—
India 4½% 1950-55	91	4 19 0	5 1 0
India 3½%	70	5 0 0	—
India 3%	59¼	5 1 0	—
Sudan 4½% 1939-73	92¼	4 17 0	4 19 0
Sudan 4% 1974	85½	4 13 6	4 17 6
Transvaal Government 3% Guaranteed 1923-53 (Estimated life 19 years)	79¼	3 15 0	4 12 6
Colonial Securities.			
Canada 3% 1938	82½	3 13 0	4 19 0
Cape of Good Hope 4% 1916-36	91¾	4 7 6	5 1 6
Cape of Good Hope 3½% 1929-49	78½	4 9 6	5 2 0
Commonwealth of Australia 5% 1945-75	100⅝	4 19 6	5 0 0
Gold Coast 4½% 1956	94	4 15 6	4 18 6
Jamaica 4½% 1941-71	92¼	4 17 0	4 17 0
Natal 4% 1937	91¼	4 8 0	4 19 6
New South Wales 4½% 1935-45	89½	5 0 6	5 5 0
New South Wales 5% 1945-65	97⅞	5 2 0	5 2 6
New Zealand 4½% 1945	94⅞	4 15 0	5 0 0
New Zealand 4% 1929	96⅜	4 3 0	5 11 0
Queensland 3½% 1945	75½	4 13 0	5 10 0
South Africa 4% 1943-63	85¼	4 13 0	4 17 0
S. Australia 3½% 1926-36	85	4 2 6	5 7 6
Tasmania 3½% 1920-40	82¼	4 4 6	5 4 0
Victoria 4% 1940-60	82½	4 17 0	5 0 6
W. Australia 4½% 1935-65	90	5 0 0	5 3 0
Corporation Stocks.			
Birmingham 3% on or after 1947 or at option of Corpn.	62	4 16 6	—
Bristol 3½% 1925-65	75	4 13 6	5 0 0
Cardiff 3½% 1935	87	4 0 6	5 2 6
Croydon 3% 1940-60	67¾	4 9 0	5 1 0
Glasgow 2½% 1925-40	76½	3 6 0	4 16 0
Hull 3½% 1925-55	75½	4 13 0	5 1 6
Liverpool 3½% on or after 1942 at option of Corpn.	72½	4 17 0	—
Ldn. Cty. 2½% Con. Stk. after 1920 at option of Corpn.	52⅔	4 15 0	—
Ldn. Cty. 3% Con. Stk. after 1920 at option of Corpn.	63¾	4 14 6	—
Manchester 3% on or after 1941	63	4 15 6	—
Metropolitan Water Board 3% 'A' 1963-2003	63	4 15 0	4 16 0
Metropolitan Water Board 3% 'B' 1934-2003	65	4 12 6	4 15 0
Middlesex C.C. 3½% 1927-47	79½	4 8 0	5 0 6
Newcastle 3½% irredeemable	73¼	4 15 6	—
Nottingham 3% irredeemable	62½	4 16 0	—
Plymouth 3% 1920-60	67¼	4 9 6	5 0 6
English Railway Prior Charges.			
Gt. Western Rly. 4% Debenture	83½	4 16 0	—
Gt. Western Rly. 5% Rent Charge	100¼	4 19 6	—
Gt. Western Rly. 5% Preference	96¾	5 3 6	—
L. North Eastern Rly. 4% Debenture	80	5 0 0	—
L. North Eastern Rly. 4% Guaranteed	77½	5 4 0	—
L. North Eastern Rly. 4% 1st Preference	71	5 12 6	—
L. Mid. & Scot. Rly. 4% Debenture	82½	4 17 6	—
L. Mid. & Scot. Rly. 4% Guaranteed	80	5 0 0	—
L. Mid. & Scot. Rly. 4% Preference	76	5 5 6	—
Southern Railway 4% Debenture	82½	4 17 0	—
Southern Railway 5% Guaranteed	99⅛	5 0 6	—
Southern Railway 5% Preference	96¾	5 3 6	—